AMENDED SUPPLEMENTAL AGENDA

July 12, 2011

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

ITEMS TO BE REORDERED ON THE REGULAR AGENDA

- ***ITEM # 12:*** *Request that the BoCC set proposed millage rates to fund FY12 Tentative Budget, per Chair Pinkoson* ***(to follow item # 19)***
- ***ITEM #14:*** *Southwest Alachua County Transportation Improvement District Fiscal Impact Analysis, per Chair Pinkoson* ***(to follow item # 12, above)***

ITEM TO BE MOVED FROM THE 9:00 AM PORTION OF THE MEETING TO THE 5:00 PM PORTION

- ***ITEM # 13:*** *NW 16th Ave/NW 23rd Ave Resurfacing Project, per Commissioner Baird* ***(to follow Item # 22)***

ITEM REMOVED FROM AGENDA PRIOR TO PUBLICATION

- *Sales Tax: Pavement Management Program, per Chair Pinkoson*

ITEM PULLED FROM AGENDA

- ***ITEM # 22: Unified Land Development Code Update 2011 Public Workshop, per Chair Pinkoson***

ADDITIONAL BACKUP ADDEDED TO THE AGENDA

- ***ITEM # 18: Solid Waste: Authorization to Advertised Public Hearing, per Rick Hedrick***

PROPOSED RATES FOR SOLID WASTE MANAGEMENT ASSESSMENT
Fiscal Year 2011-2012
6/28/11 11:30 AM

RESIDENTIAL:

Assess. Code	Description	Rate per Unit
0710	Residential	17.78
0720	Com.Coll.Res.	16.62
0730	Non-mand. (RCC) Res.	11.32

COMMERCIAL:

Assess. Code	Description	Range of Tonnage Generated	Rate per Parcel
0801	Commercial	0-4.9	14.16
0802	Commercial	5-9.9	43.07
0803	Commercial	10-19.9	86.44
0804	Commercial	20-29.9	144.25
0805	Commercial	30-39.9	202.07
0806	Commercial	40-49.9	259.88
0807	Commercial	50-74.9	361.06
0808	Commercial	75-99.9	505.60
0809	Commercial	100-149.9	722.41
0810	Commercial	150-199.9	1,011.49
0811	Commercial	200-499.9	2,023.27
0812	Commercial	500-999.9	4,335.92
0813	Commercial	1,000-1,899.9	8,383.04
0814	Commercial	1,900-2,662	13,189.01

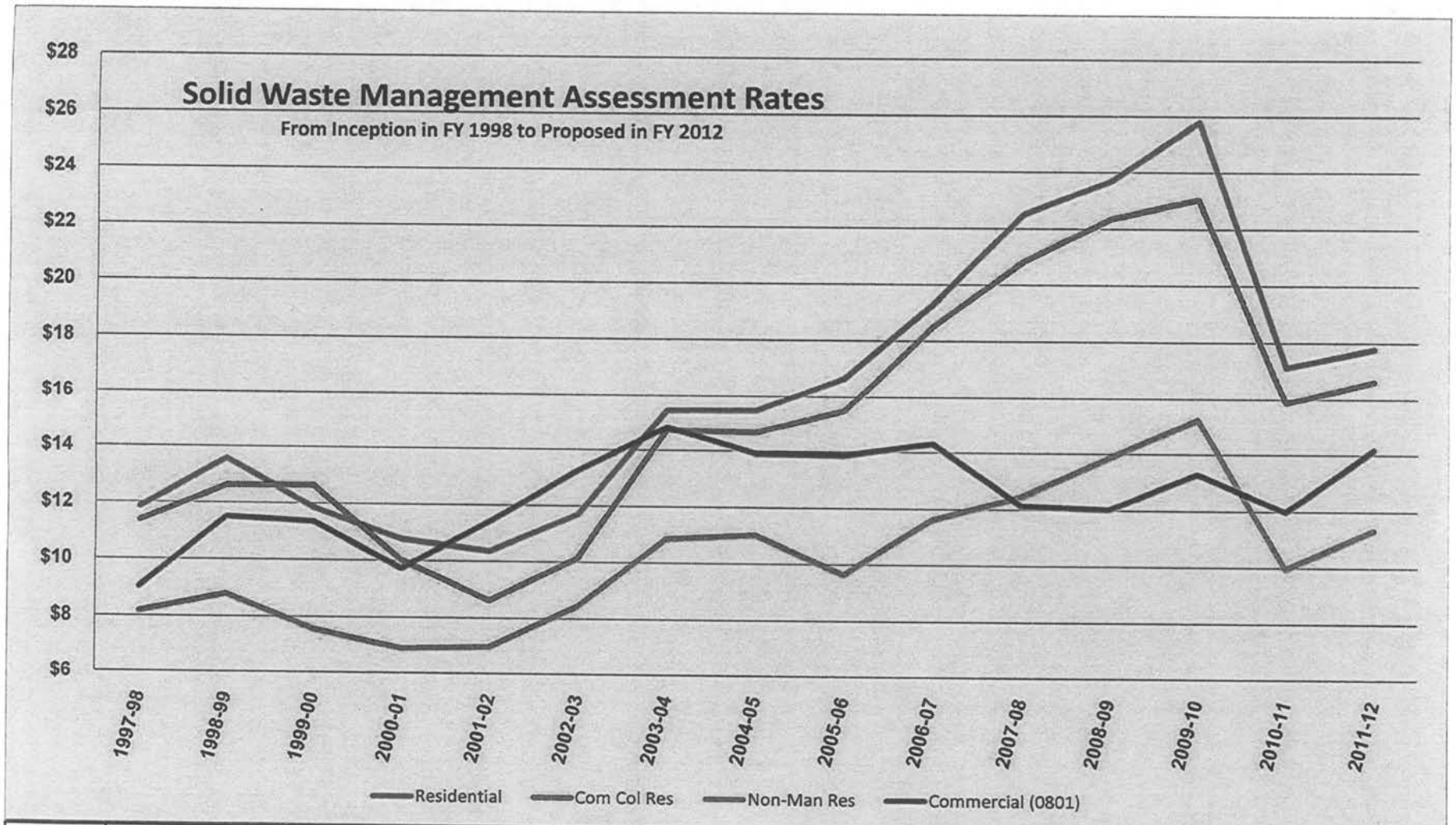
Solid Waste Assessment Rates

Comparison with Reduced Tip Fee

Assessment Code			FY 11 Rate	Proposed Rate	Difference	Tip Fee Savings[1]	Estimated Net Savings
Residential		**Average Tons**					
0710		0.98	$17.13	$17.78	$0.65	$3.97	$3.32
0720		0.98	$15.84	$16.62	$0.78	$3.97	$3.19
Commercial							
	Range in Tons	**Mid Range**					
0801	0 - 4.99	2.5	$11.98	$14.16	$2.18	$10.10	$7.92
0802	5 - 9.99	7.5	$36.44	$43.07	$6.63	$30.35	$23.72
0803	10 - 19.99	15.0	$73.13	$86.44	$13.31	$60.73	$47.42
0804	20 - 29.99	25.0	$122.04	$144.25	$22.21	$101.23	$79.02
0805	30 - 39.99	35.0	$170.96	$202.07	$31.11	$141.73	$110.62
0806	40 - 49.99	45.0	$219.87	$259.88	$40.01	$182.23	$142.22
0807	50 - 74.99	62.5	$305.47	$361.06	$55.59	$253.10	$197.51
0808	75 - 99.99	87.5	$427.76	$505.60	$77.84	$354.35	$276.51
0809	100 - 149.99	125.0	$611.19	$722.41	$111.22	$506.23	$395.01
0810	150 - 199.99	175.0	$855.77	$1,011.49	$155.72	$708.73	$553.01
0811	200 - 499.99	350.0	$1,711.77	$2,023.27	$311.50	$1,417.48	$1,105.98
0812	500 - 999.99	750.0	$3,668.37	$4,335.92	$667.55	$3,037.48	$2,369.93
0813	1,000 - 1,899.99	1,450.0	$7,092.41	$8,383.04	$1,290.63	$5,872.48	$4,581.85
0814[2]	1,900 - 4,526.08	4,526.1	$11,158.45	$13,189.01	$2,030.56	$18,330.62	$16,300.06

[1] Tip fee savings calculated with midrange tons and $4.05 reduction to the FY11 tip fee

[2] Upper range denotes actual highest generation rate in this category



	Residential	Com Col Res	Non-Man Res	Commercial
1997-98	11.84	11.35	8.15	9.02
1998-99	13.57	12.60	8.78	11.50
1999-00	11.84	12.61	7.56	11.34
2000-01	10.75	9.99	6.90	9.71
2001-02	10.35	8.60	6.97	11.40
2002-03	11.68	10.11	8.42	13.24
2003-04	15.43	14.70	10.83	14.81
2004-05	15.44	14.65	10.99	13.89

	Residential	Com Col Res	Non-Man Res	Commercial
2005-06	16.66	15.44	9.62	13.86
2006-07	19.28	18.48	11.60	14.29
2007-08	22.46	20.77	12.45	12.12
2008-09	23.66	22.32	13.85	12.02
2009-10	25.80	23.01	15.23	13.29
2010-11	17.13	15.84	9.94	11.98
2011-12	17.78	16.62	11.32	14.16

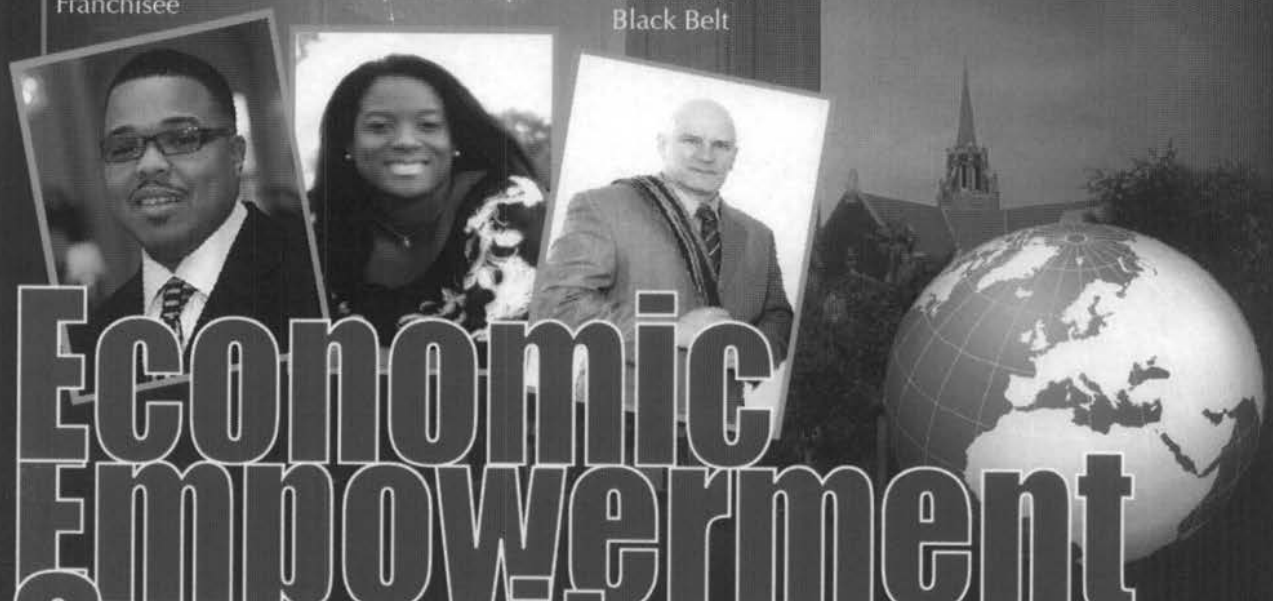
Create, Identify & Maximize Your Business Opportunities in ANY Economy

300 Highly Motivated Entrepreneurs

Ken Brown
Business Consultant, Retired McDonald's Franchisee

Shanon Nelson
Business Start-Up Strategist, Professor of Entrepreneurship

Jim Bouchard
Entrepreneur, Amazon Bestselling Author of Think Like a Black Belt



Economic Empowerment Summit

No More Excuses, Only Results!

Gary Smith
Commercial Real Estate Investor

Harold S. Reed, Jr.
Motivational Speaker, Retired Police Officer

David Pharel
Successful Entrepreneur

Registration Fee: $47

07.15.11

8:30 am - 2:00 pm

Best Western Gateway Grand
4200 NW 97th Blvd.
Gainesville, Fl 32606
352-226-7206

Attendees will be able to:

- Take the Leap of Faith to Live Their Entrepreneurial Dreams
- Recognize & Release Fear that May be Holding Them Back
- Learn Six Keys for Reaching & Sustaining Entrepreneurial Success
- Develop an Entrepreneurial Mindset
- Learn the Skills & Habits of Highly Successful Entrepreneurs
- Learn How to Purchase Commercial Cash Cows
- Learn How to Invest In Hedge Funds Outperforming the S & P
- Learn How to Monetize their Talent

Sponsors:

QUALITY SUITES

STATE FARM INSURANCE

- Steve Donahey
  Deputy Clerk

SUPPLEMENTAL AGENDA

July 12, 2011

ALACHUA COUNTY COMMISSION MEETING
COUNTY ADMINISTRATION BUILDING
12 SOUTHEAST FIRST STREET
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LENGTH OF SERVICE PINS
MILESTONE YEAR OF SERVICE REACHED
June, 2011

5 Years

Community Support Services:	**Margaret Vanyo**
Court Services:	**Alicia Kulp** **Thomas Tonkavich**
Public Safety:	**Allen Williams**

Alachua County Florida
A Proclamation

Declaring "Disability Awareness Month" in Alachua County, Florida

Whereas, *a nationwide campaign conducted in July 2011 will mark the 21st anniversary of the enactment of the Americans with Disabilities Act (ADA) and the 36th anniversary of the Individuals with Disabilities Education Act (IDEA); and*

Whereas, *we seek to extend the substantial progress made in the past two decades, especially by enforcement of those laws and the elimination of barriers which continue to limit opportunities in employment, housing, public accommodations, and education for people with disabilities; and*

Whereas, *we recognize that, at some time in our lives, most in our society will have limitations of some kind, be they physical, mental, emotional or educational; and*

Whereas, *we have long supported the nation's commitment to equality of opportunity, full participation, independent living and economic self-sufficiency for all people with disabilities; and*

Whereas, *we recognize the importance of building accessible, inclusive and integrated communities where children and adults with disabilities can maximize their potential to exercise choices often taken for granted by others; and*

Whereas, *Alachua County government and Citizens Disability Advisory Committee are partnering with the City of Gainesville, the Center for Independent Living, the Alachua County School Board and MV Transport to sponsor the Seventh Annual ADA Expo on July 28, 2011 showcasing services, products and resources for persons with disabilities, with an emphasis on Emergency Preparedness.*

Now, therefore, *through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim July 2011 as "Disability Awareness Month" in Alachua County, Florida.*

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

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

BOARD OF COUNTY COMMISSIONERS OFFICIAL SEAL ALACHUA COUNTY, FLORIDA

ATTEST:

_____
J.K. Irby, Clerk

Alachua County Florida
A Proclamation

Declaring "National Probation, Parole & Community Supervision Week" in Alachua County

Whereas, *the Alachua County Probation Program was established under the direction of the Alachua County Board of County Commissioners on October 1, 1983. It has served as a model program for numerous state and national probation programs, and has been recognized as a model for delivery of Evidence Based Services and supervision of misdemeanant and traffic offenders by the National Association of Counties and the American Probation and Parole Association; and*

Whereas, *more than 5000 probationers have been assigned to the program over the last three years. Probation provides an opportunity for individuals to maintain employment while providing support to family members. It allows the opportunity for individuals to pay court assessed fees, court costs and costs of supervision for the services provided. The Probation program provides a viable alternative to incarceration and helps reduce crowding at the Alachua County Department of the Jail; and*

Whereas, *Probation Officers maintain monthly reporting standards and refer individuals to programs to assist with any conditions identified pursuant to the order of the court. The program spearheads the DUI Victim Impact Panel for Alachua County and, in conjunction with the North Central Florida Ex-Offender Reentry Coalition, helps ex-offenders with issues related to housing and employment. These efforts bring together criminal justice, treatment, education and other community partners in the fight against drug abuse and crime; and*

Whereas, *these judges, prosecutors, defense attorneys, court administration, law enforcement personnel, clerks of the court, corrections personnel, treatment providers, probation staff and many other dedicated individuals have had a positive influence through hard work and commitment to their communities; and*

Whereas, *Alachua County encourages all citizens to recognize the practitioners and participants who make the probation program work, and the significant contributions that community corrections staff have made and continue to make in developing productive taxpaying contributors to Alachua County.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim July 17 – 23, 2011 as "National Probation, Parole and Community Supervision Week" in Alachua County, Florida.

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

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

BOARD OF COUNTY COMMISSIONERS OFFICIAL SEAL ALACHUA COUNTY, FLORIDA

ATTEST:

J.K. Irby, Clerk

July 12, 2011 Regular BoCC Meeting
Agenda Item #9

Title
Poverty Reduction Advisory Board Appointments (Amended)

Amount
N/A

Description
Consider appointing one citizen and confirming the nomination of another to the Poverty Reduction Advisory Board (PRAB).

Recommendation
Appoint one citizen to the Low Income Resident position, term ending January 2015, and confirm the appointment of one citizen to the Representative - Alachua County Health Department (no term end date).

Alternative(s)
Continue advertising Low Income Resident position, request another nomination for the Representative of the ACHD.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, membership roster, attendance report, applications and letter of nomination (1).

Documents Requiring Action
N/A

Executive Summary
There are three vacancies on the Poverty Reduction Advisory Board (PRAB), and two citizens have applied.

Background
The Poverty Reduction Advisory Board was created by resolution August 27, 2002. Its purpose is to share information about potential resources, possible partnerships, joint ventures and collaborations with and among anti-poverty programs and agencies to promote efficiency, effectiveness and accountability; and to compile and distribute research to establish demographic and other data about the causes and impacts of poverty within the various communities within Alachua County. PRAB prepares and submits to the Board and the citizens of Alachua County a biennial report on "The State of Poverty in Alachua County". Low Income Resident – term ending January 2015: 1) Maxine Latimer; Representative – Alachua County Health Department (no term end date): 1) Lynne Vickery

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: VickeryL ACHD Rep with letter.pdf
Attachment: PRAB Tally Sheet.pdf
Attachment: PRAB Roster 06 29 11.pdf
Attachment: PRAB Attendance.pdf
Attachment: LatimerM with Resume.pdf

COMMITTEE: Poverty Reduction Advisory Board **07/12/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Low Income Resident – appoint one to a term ending January 2015:					
Maxine Latimer					
Representative of the Alachua County Health Department (no term expiration date):					
Lynne Vickery					

Poverty Reduction Advisory Board

STAFF: Caroline Schultz - (352) 264-6712
STAFF: John Skelly - (352) 264-6749

4 year terms
Sunset date: 1/31/2013

NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 3/1/2007 Previous member: Selvester , Ms. Radha P - Resignation 4/28/2010 Category: Low Income Resident		1/31/2015		County
VACANT Appt Date: 6/22/2010 Previous member: Dimperio, Ms. Diane - Resignation 6/15/2011 Category: Representative - Alachua County Health Unit		7/31/2024		County
VACANT Appt Date: 1/27/2009 Previous member: Burg , Ms. Mary Ann - Resignation 7/22/2010 Category: Representative - University of Florida		12/31/2024		County
Victor Perez Appt Date: 4/26/2011 Previous member: Little , Larry E - Resignation Category: Alternate	3530 NW 42nd Terrace Gainesville, 32606 (w)(352) 505-6656 radiokuva@yahoo.com	1/31/2013	1	County
Sally K Williams Appt Date: 2/8/2011 Previous member: Odom, Cornelia Category: Citizen 55 or Older	6620 SW 75th Street Gainesville, 32608 (h)(352) 514-8164 (w)(352) 392-2993 skwdst@msn.com	1/31/2014	1	County
Harry G Nichols Appt Date: 4/26/2011 Previous member: Category: Citizen residing in the unincorporated area of the County or in one of the rural municipalities	PO Box 1451 Newberry, 32669 (h)(352) 472-5077 (w)(352) 472-2161 harrydebbie@bellsouth.net	3/31/2015	1	County
Alice Primack Appt Date: 4/26/2011 Previous member: Category: Citizen with a disability	4052 NW 23rd Circle Gainesville, FL 32605 (h)(352) 373-4484 Primacks@cox.net	1/31/2015	2	County
Randy M Wells Appt Date: 6/22/2010 Previous member: Donovan, Commissioner Jack - Other Category: City of Gainesville Commissioner	P.O. Box 490 Station 19 Gainesville, 32602 (h)(352) 318-9410 (w)(352) 334-5016 wellsrm@cityofgainesville.org	7/31/2024	1	County
Stephen A White Appt Date: 3/22/2011 Previous member: Butler , Amy K - Resignation Category: Representative - Department of Children and Families	1000 NE 16th Avenue, Bldg. J (IO#47) Gainesville, 32601 (h)(386) 462-0123 (w)(352) 955-5397 Steve_White@dcf.state.fl.us	7/31/2024	1	County

Faith Umoh Appt Date: 4/26/2011 Previous member: LeBlanc, Ms. Joyce - Other Category: Representative - Faith-based Organization	2360 sw Archer Rd apt 508 Gainesville, 32608 (h)(954) 471-4976 faithu4@gmail.com	1/31/2015	1	County
K Richard Blount Appt Date: 12/12/2006 Previous member: Maxfield, Joan Category: Representative - FloridaWorks (formerly Alachua/Bradford Workforce Board)	401 SE 6th Terrace Gainesville, FL 32601 (h)(352) 278-8510 (w)(352) 382-9880 tanacabana@yahoo.com	7/31/2024	1	County
Steve Drago Appt Date: 2/1/2009 Previous member: Pate, Angela - Removal for Attendance Category: Representative - Non-Profit Organization	11625 NW 9th Lane Gainesville, FL 32606 (h)(352) 334-4060 (w)(352) 334-4060 ext: 123 sdrago@arcalachua.org	1/31/2013	1	County
Patricia E Fitzgerald Appt Date: 2/1/2009 Previous member: Cuevas, Mr. Jose - Removal for Attendance Category: Representative - Non-Profit Organization	1128 NW 91st Terrace Gainesville, FL 32606 (h)(352) 331-6990 (w)(352) 376-8821 ext: 231 patricia.fitzgerald2@va.gov	1/31/2013	1	County
Jessica C Baker Appt Date: 2/23/2010 Previous member: Stacey, Randy - Removal for Attendance Category: Representative - Non-Profit Organization	PO Box 31 Evinston, FL 32633 (h)(352) 591-4631 (w)(352) 214-0339 jjohnson@fiwi.org	1/31/2014	2	County
Billie J Monroe Appt Date: 4/14/2009 Previous member: Hutchins, Dr. Paul - Resignation Category: Santa Fe College Representative	401 NW 6th Street Gainesville, 32601 (h)(352) 475-2303 (w)(352) 395-5264 billie.monroe@sfcollege.edu	12/31/2024	1	County
Eileen Roy Appt Date: 5/24/2005 Previous member: Category: School Board of Alachua County Representative	620 E University Avenue Gainesville, FL 32601 (h)(352) 372-7305 Roy@sbac.edu	4/30/2024	2	County
Report Date: 6/29/2011 @ 10:09 AM				

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

Member	Position	Mbr Start	Mbr End	7/28/2010 3:30 PM	9/22/2010 3:30 PM	11/17/2010 3:30 PM	1/26/2011 3:30 PM	2/16/2011 3:30 PM	3/23/2011 3:30 PM	5/25/2011 3:30 PM	Meetings Attended
Baker , Ms. Jessica C	Representative - Non-Profit Organization	2/23/2010	1/31/2014	P	C	P	P	PNQ	P	A	5 of 6
Blount , Mr. K Richard	Representative - FloridaWorks (formerly Alachua/Bradford Workforce Board)	12/12/2006		P	C	A	P	PNQ	P	P	5 of 6
Butler , Amy K	Representative - Department of Children and Families	1/12/2010	2/14/2011	P	C	P	P	--	--	--	3 of 3
Dimperio, Ms. Diane	Representative - Alachua County Health Unit	6/22/2010	6/15/2011	P	C	A	P	ANQ	P	P	4 of 6
Drago , Steve	Representative - Non-Profit Organization	2/1/2009	1/31/2013	P	C	A	P	ANQ	A	A	2 of 6
Fitzgerald , Patricia E	Representative - Non-Profit Organization	2/1/2009	1/31/2013	P	C	P	A	ANQ	A	A	2 of 6
Little , Larry E	Alternate	2/23/2010	3/24/2011	A	C	P	P	ANQ	A	--	2 of 5
Monroe , Billie J	Santa Fe College Representative	4/14/2009		P	C	P	P	PNQ	P	P	6 of 6
Nichols , Harry G	Citizen residing in the unincorporated area of the County or in one of the rural municipalities	4/26/2011	3/31/2015	--	--	--	--	--	--	P	1 of 1
Perez , Victor	Alternate	4/26/2011	1/31/2013	--	--	--	--	--	--	A	0 of 1
Primack, Ms. Alice	Citizen with a disability	4/26/2011	1/31/2015	P	C	P	A	ANQ	P	A	3 of 6
Roy , Eileen	School Board of Alachua County Representative	5/24/2005		A	C	P	A	ANQ	A	A	1 of 6
Umoh , Faith	Representative - Faith-based Organization	4/26/2011	1/31/2015	--	--	--	--	--	--	P	1 of 1
Wells , Randy M	City of Gainesville Commissioner	6/22/2010	7/31/2024	P	C	P	A	ANQ	P	P	4 of 6
White , Stephen A	Representative - Department of Children and Families	3/22/2011	7/31/2024	--	--	--	--	--	P	P	2 of 2
Williams , Sally K	Citizen 55 or Older	2/8/2011	1/31/2014	--	--	--	--	PNQ	P	A	2 of 3

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

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3397

Name of Advisory Board/Committee:
Poverty Reduction Advisory Board

Applying For:
Low Income Resident

First Name:
Maxine

Middle Initial:
A

Last Name:
Latimer

Suffix:

Address:
5826 SW 9th Place

City:
Gainesville

Zip Code:
32607

E-Mail Address:
m_amlatimer@yahoo.com

Home Phone:
352-682-3614

Work Phone:

Ext:

Occupation:

Place of Employment

Education:

High School Graduate
International Seminary Degree Theology
Kaplan University BS Human Service/ Child development- current

Professional Organizations:

Mentor for Catholic Charities, Life Coach Gainesville Community Ministry.

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?

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):

during 2007 served on Block grant

Civic and Professional Accomplishments/Honors:

2007 recognized as Guardian Angel in the Gainesville Guardian.
PTA president Headstart- 2006
Community Liaison 2007-2008 Headstart

Training or Experience Related to the Appointment:

Head Start 2009

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

Share thoughts and ideas that can empower the community to eradicate poverty. Make sure individual(s) in area that has a high poverty level are educated and provided with ways to be self-sufficient.

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

MAXINE ANNMARIE LATIMER

5826 SW 9th Place
Gainesville FL 32607
Phone: (352) 682-3614
Email: m_amlatimer@yahoo.com
m.latimer@ufl.edu

OBJECTIVE: Empower and create a positive and safe environment for children and families

EMPLOYMENT

University of Florida IFAS Office, 2010 - 2011
St Lucie County Extension
- Provide Nutrition education to children in Title 1 schools
- Work with cafeteria managers to promote healthy eating habits
- Plan and prepare lesson plans and curricular materials
- Write reports

Family Liaison/ Teacher, 2008-2010
Head Start School Board Alachua Gainesville, FL
- Worked with families and children
- Liaised with community agencies, families, and companies
- Case Management and follow-up
- Register kids for enrollment
- Helped with orientation of children and families
- Taught children support, writing curriculum

Match Support Specialist, September 2007-2008
Big Brothers Big Sisters, Gainesville, FL
- Matched and supported children, mentors, and parents
- Developed strategic interventions to identify and strengthen relationships
- Case management and follow up
- Liaised with community and company
- Staffed and selected volunteers
- Sat on interviewing committee for new hires

Accounting Clerk/Cashier, June 2001-September 2007
Gainesville Housing Authority, Gainesville, FL
- Calculated move in/move out rates and utilities
- Resolved account discrepancies
- Assisted tenants when managers were unavailable

Owner and Operator of Janitorial business, 2002-2005
Momax Clean, Central Florida
- Supervised and managed 15 employees
- Assisted in sales and advertising

Customer Service Representative, 1999-2000
Publix Supermarket, Gainesville, FL
- Related to customers on a friendly basic and administered to their needs

EDUCATION

- High School Diploma, 1985, Titchfield High School, Jamaica
- Certification in Early Childhood Education, 1990, Shortwood Teacher's College, Jamaica
- Degree in Theology, June 2007, International Seminary, Orlando, FL
- Kaplan University Degree Human Services, 2010- 2011

SKILLS

- Computer: Microsoft Office-Word and Excel & PowerPoint

AFFILATIONS

- Gainesville Community Ministry-Volunteer mentor/coach)
- Catholic Charity- Volunteer Coach
- Head Start PTA President, Community Liaison,
- Founder, Positive Parents –working with pregnant teen on building self esteem
- Board Member, Alachua County Block Grant,

REFERENCES

- Available upon Request

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3472

Name of Advisory Board/Committee:
Poverty Reduction Advisory Board

Applying For:
Representative - Alachua County Health Unit (Letter of nomination required.)

First Name:
Lynne

Middle Initial:
L

Last Name:
Vickery

Suffix:

Address:
224 SE 24th Street

City:
Gainesville

Zip Code:
32641

E-Mail Address:
lynne_vickery@doh.state.fl.us

Home Phone:
352-335-8125

Work Phone:
352-334-7927

Ext:

Occupation:
Community Health Nursing Consultant

Place of Employment
Alachua County Health Dept

Education:

Bachelor's degree- BSN

Professional Organizations:

Florida Association of Public Health Nurses, Inc.- 2nd VP
Florida Nursing Association
Florida Public Health Association

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

8 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:

-Department of Health- Caring Hands Award 2004 & 2007
-Kiwanis Club Member- 2004-2008
-Gideons International Auxillary Member 2011

Training or Experience Related to the Appointment:

-BSN
-Public Health Leadership Institue of Florida certificate program
-Alachua County Conditions Work Group Committee

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

Representation for the Alachua County Health Department for community issues.

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

Yes

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

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

Yes

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

Checked

FLORIDA DEPARTMENT OF HEALTH

Rick Scott
Governor

H. Frank Farmer, Jr., M.D., Ph.D.
State Surgeon General

June 17, 2011

Received: Commission Office
Date: 6/21/11
From: Chair
To: BoCC, RHR, D.Wagner, Agenda

Honorable Lee Pinkoson, Chair
The Board of County Commissioners
P.O. Box 2877
Gainesville, Florida 32602

Dear Chair Pinkoson,

I am pleased to submit the Alachua County Health Department's Community Health Nursing Consultant, Lynne Vickery, as my appointment to serve on the Poverty Reduction Advisory Board. Ms. Vickery will be submitting her application to Mary Lowry, Advisory Board Coordinator.

I would like Lynne to represent the Alachua County Health Department on this very important board.

Sincerely,

Jean Munden

Jean Munden, MPA, MPH
Administrator
Alachua County Health Department
State of Florida Department of Health

JM/sel

July 12, 2011 Regular BoCC Meeting
Agenda Item #10

Title
Victim Services and Rape Crisis Center Advisory Council Appointments (Amended)

Amount
N/A

Description
Consider appointment of two citizens to the Victim Services and Rape Crisis Center Advisory Council.

Recommendation
Appoint two citizens to citizen-at-large positions on the Victim Services and Rape Crisis Center Advisory Council, terms ending May 2013.

Alternative(s)
Continue to advertise vacancies.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally Sheet, member roster, attendance report, applications.

Documents Requiring Action
N/A

Executive Summary
The Council was officially created by BoCC Resolution in 2006. Its mission is to provide the Alachua County Victim Services & Rape Crisis Center with objective assistance, create awareness, advocate for change and promote education of the community and stakeholders. There are currently five vacancies on the Victim Services and Rape Crisis Center Advisory Council, and two citizens have applied.

Background
Citizen-at-large, term ending May 2013 (Appoint TWO): 1) Patricia Grunder, 2) Charkivia Lovett

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Victim Services Roster 06 28 11.pdf
Attachment: Victim Services Tally Sheet.pdf
Attachment: Victim Services Attendance.pdf
Attachment: LovettC.pdf
Attachment: GrunderP.pdf

COMMITTEE: Victim Services & Rape Crisis Ctr Advisory Council 07/12/11

APPLICANTS	BAIRD	BYERLY	LONG	DeLANEY	PINKOSON
Citizen-at-large – appoint TWO to terms ending May 2013:					
Patricia Grunder					
Charkivia Lovett					

Victim Services and Rape Crisis Center Advisory Council

2 year terms

STAFF: Loretta Golden - (352) 264-6760

NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 11/13/2007 Previous member: Virella, Irma - Removal for Attendance 4/1/2008 Category: Alternate		5/31/2013		County
VACANT Appt Date: 6/9/2009 Previous member: Herron , Mr. Jay F - Term Expired 5/31/2011 Category: Citizen-at-Large		5/31/2013		County
VACANT Appt Date: 6/26/2007 Previous member: Jones, Mr. Randolph F - Other 4/18/2009 Category: Citizen-at-Large		5/31/2013		County
VACANT Appt Date: 7/14/2009 Previous member: Messer , Mr. Brent - Removal for Attendance 11/30/2010 Category: Citizen-at-Large		5/31/2013		County
VACANT Appt Date: 7/14/2009 Previous member: Cheshire , Lana S - Term Expired 5/31/2011 Category: Citizen-at-Large		5/31/2013		County
Shanada Waters Appt Date: 6/1/2010 Previous member: Parmar, Jyoti - Resignation Category: Citizen-at-Large	2101 S.W. 49th Drive Gainesville, FL 32641 (h)(352) 335-0407 ShanaWate@aol.com	5/31/2012	1	County
Teresa R Heal Appt Date: 6/1/2010 Previous member: McDougall, Mikki - Resignation Category: Citizen-at-Large	7020 NW 52nd Drive Gainesville, 32653 (h)(352) 214-9858 (w)(386) 462-2204 ext: 203 resaheal@aol.com	5/31/2012	1	County
James Murphey Appt Date: 6/1/2010 Previous member: Walker, Kenya D - Removal for Attendance Category: Citizen-at-Large	267 SW 132nd Terrace Town of Tioga Newberry, 32669 (h)(352) 331-7723 (w)(352) 331-7723 jimmurphey@cox.net	5/31/2012	1	County
Shelia Dickison Appt Date: 11/23/2010 Previous member: Dickison , Sheila Category: Citizen-at-Large	3000 NW 66 Terrace Gainesville, FL 32606 (h)(352) 376-0300 (w)(352) 392-1519 doctord@ufl.edu	5/31/2012	3	County

Lynn H Leverty Appt Date: 8/24/2010 Previous member: Cripe , Ms. Michele R Category: Citizen-at-Large	1907 NW 24th Street Gainesville, 32605 (h)(352) 377-0930 (w)(352) 273-2392 lleverty2003@yahoo.com	5/31/2012	1	County
Joanne E Flinn Appt Date: 8/24/2010 Previous member: Charles, Dr. Norma J Category: Citizen-at-Large	264 Turkey Creek Alachua, 32615 (h)(386) 518-6102 (w)(352) 283-5896 flinn6@earthlink.net	5/31/2012	1	County
Nicole M Pulcini Mason Appt Date: 6/1/2011 Previous member: Abbitt , Kay G - Removal for Attendance Category: Citizen-at-Large	300 NW 20 Ave Apt 3 Gainesville, 32609 (h)(352) 316-3099 (w)(352) 244-1500 ext: 306 slitherdoll@cox.net	5/31/2013	1	County
Report Date: 6/29/2011 @ 10:04 AM				

Victim Services and Rape Crisis Center Advisory Council

Staff Liaison: Loretta Golden

Member	Position	Mbr Start	Mbr End		3/25/2010 5:30 PM	5/27/2010 5:30 PM	6/24/2010 5:30 PM	7/22/2010 5:30 PM	8/26/2010 5:30 PM	9/23/2010 5:30 PM	10/28/2010 5:30 PM	4/28/2011 5:30 PM	5/26/2011 5:30 PM	Meetings Attended
Cheshire , Lana S	Citizen-at-Large	7/14/2009	5/31/2011	P	C	C	ANQ	P	P	C	P	P	5 of 6
Cripe , Ms. Michele R	Citizen-at-Large	6/10/2008	5/31/2010	P	C	--	--	--	--	--	--	--	1 of 1
Dickison , Shelia	Citizen-at-Large	11/23/2010	5/31/2012	P	C	C	PNQ	P	P	C	P	P	6 of 6
Flinn , Joanne E	Citizen-at-Large	8/24/2010	5/31/2012	--	--	--	--	P	A	C	P	P	3 of 4
Heal , Teresa R	Citizen-at-Large	6/1/2010	5/31/2012	P	C	C	ANQ	P	A	C	A	A	2 of 6
Herron , Mr. Jay F	Citizen-at-Large	6/9/2009	5/31/2011	P	C	C	ANQ	A	A	C	A	A	1 of 6
Leverty , Lynn H	Citizen-at-Large	8/24/2010	5/31/2012	--	--	--	--	A	P	C	P	P	3 of 4
Murphey , James	Citizen-at-Large	6/1/2010	5/31/2012	P	C	C	PNQ	P	A	C	A	A	3 of 6
Pulcini Mason , Nicole M	Citizen-at-Large	11/23/2010	5/31/2011	--	--	--	--	--	--	--	A	A	0 of 2
Waters , Ms. Shanada	Citizen-at-Large	6/1/2010	5/31/2012	A	C	C	ANQ	A	A	C	A	A	0 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

NAME OF ADVISORY BOARD/COMMITTEE Victim Services & Rape Crisis Center

Board Position (type of position/category): Advisory Board representative

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: Patricia Gaurder

ADDRESS: 23349 NW CR 236, Suite 20 CITY: High Springs ZIP CODE: 32643

E-MAIL ADDRESS: agunderpa@cityofgainesville.org TELEPHONE: HOME: 386-454-3267 OFFICE: 352 393-7516

OCCUPATION: Community Relations Coordinator PLACE OF EMPLOYMENT: Gainesville Police Department

EDUCATION: BS, M.Ed., Ed.S. & Ed.D.-U. Florida 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 X 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

See attached resume

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

certified county and Family Mediator; Certified in Domestic Violence civil mediation

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

My previous experiences as well as my current position have provided a well-rounded framework in business, marketing, finance, conflict resolution and negotiation as well as other outreach activities.

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

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

Some of the boards and committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement?
YES ☒ NO ☐ 2-16-2011 (DATE) Patricia Gaurder (SIGNATURE)

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

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ☒ NO ☐ 2-16-2011 (DATE) Patricia Gaurder (SIGNATURE)

Rev 10/2008

PATRICIA G. GRUNDER

Home Address: 23371 NW 200th Lane
Mailing Address: 23349 NW CR 236,
Suite 20
High Springs, Florida 32655

Cell Phone (352) 474-9056

Home Telephone: (386) 454-3267
Fax: (386) 454-7496
Email: patgrunder@windstream.net

Personal

Place of Birth:	Syracuse, New York
Date of Birth:	October 25, 1951
Marital Status:	Married to Gary David Grunder, Attorney at Law
Children:	Jonathan David Grunder Tristan David Grunder
Interests:	Reading, gardening, cycling and photography

Education

Certification	Supreme Court of Florida Family Mediator, July 2010
Certification	Supreme Court of Florida County Mediator, June 2008 Domestic Violence and Mediation, University of South Florida, November 2008
Ed.D.	University of Florida, Gainesville, 1995 Emphasis on Higher Education Administration and Student Personnel
Specialist in Education	University of Florida, Gainesville, 1991
M.Ed.	University of Florida, Gainesville, 1984
B.A. with honors	University of Florida, Gainesville, 1980 Major: Philosophy
A.A.	Santa Fe Community College, Gainesville, 1974

Selected Publications

Grunder, Patricia. "Crime Analysis and Date Integration on the Forefront of Information-led Policing." Submitted for publication *Police Chief*. Fall 2008.

Grunder, Patricia. "Homeland Security and Civic Engagement." *Monograph of the 2nd Annual Proceedings on the Summit for Homeland Security.* League for Innovation in the Community College Technology Conference (March 2004).

O'Connell, April and Grunder, Patricia. "The Emotional, Physical, and Academic Impact of Living with Terror." *The Community College Journal,* (August/September 2003, Volume 74, Issue 1): 24-29.

Grunder, Patricia; O'Connell, April; and Tyree, Larry. "Answering the Call for "Overarching Initiatives": Enhancing the Role and Integration of Part-Time Faculty at Santa Fe Community College." *Adjunct Info, A Journal for Managers of Adjunct and Part-Time Faculty,* (Winter 2001, Volume 9, Number 2): 3-5.

Grunder, Patricia; Kendall, Kimball B.; and Smittle, Pat. "A Solution for Digitally Disenfranchised Students." Access in the Information Age: Community Colleges Bridging the Digital Divide. *League for Innovation in the Community College,* (Fall 2000): 103-112.

Grunder, Patricia; O'Connell, April; and Tyree, Larry W. "Mending the Rift Between Full and Part-Time Faculty." *Community College Journal,* (February/March 2000, Volume 70, Number 4): 24-28.

Grunder, Patricia and Hellmich, David M. "Academic Persistence and Achievement of Remedial Students in a Community College's College Success Program." *Community College Review,* (Fall 1996, Volume 24, No. 2): 21-33.

Grunder, Patricia. "Academic Persistence and Achievement of Remedial Students in a Community College's College Success Program." Unpublished doctor's thesis, University of Florida (Gainesville, Florida) 1995.

Grunder, Patricia. *Santa Fe Community College Student Handbook,* (Annual Publication 1992-1997)

Grunder, Patricia. Santa Fe Community College: *A Campus Guidebook for Equity and Equal Access,* (Annual Publication 1992-1998)

Grunder, Patricia and Delaino, Thomas. "Assessing the Value of the Associate of Arts Degree." *Florida Community Colleges Institutional Research Journal,* (Winter 1992).

Grunder, Patricia. *Santa Fe Community College Fact Book.* (Annual Publication: 1990, 1991, 1992.)

Grunder, Patricia. *Institutional Research Notes.* (Monthly Publication: July 1990 – June 1992.)

Professional Employment

March 2008-present

Gainesville Police Department, Gainesville, Florida
Responsible for the development and management of the Center for the purpose of introducing mediation and restorative justice practices to the Eighth Judicial Circuit in North Florida. Works in conjunction with the Gainesville Police Department and local law enforcement agencies, community stakeholders, neighborhood coalitions, schools, Santa Fe College and the University of Florida to incorporate alternative dispute resolution practices into the Circuit's communities. Responsible for identifying and seeking potential funding for the Center from state and federal agencies as well as for Victim reparation through the development of community restitution classes. Committed to working with the local prison (Alachua County Jail) to develop/enhance transition support activities for prison inmate re-entry.

Consultant **January 2007-June 2007**

Grunder & Petteway Attorneys at Law High Springs, Florida
Contract work for law practice's development clients. Served as a liaison between the City of High Springs and firm's clients.

Retired

Thirty-six years of service in Higher Education in the State of Florida

Vice President for Innovation and College Advancement
April 2003 – January 2007

Santa Fe Community College, Gainesville, Florida
Responsible for the leadership and administration in the Division of Innovation and College Advancement including the College's Institutional Research and Planning process and documentation of continuous institutional improvement. Responsible for oversight of special presidential initiatives including but not limited to the development of a University Center, collaborative baccalaureate and graduate programs, and expanding cultural and international programs and services. Serves as the College's representative to the League for Innovation in the Community College. Incorporates League initiatives into the college environment. Works in concert with community leaders and oversees the college's East Gainesville Initiative. Works in

collaboration with the Gainesville Police Department Districts 1 and 3, the City of Gainesville, the University of Florida and the Black on Black Crime Task Force to advance the college's mission with the service district. Works on a regional and national level to procure funding for the development and expansion of innovative programs.

Vice President for Educational Services
July 1999 - March 2003

Responsible for the oversight of College operations in the areas of Academic Affairs, Workforce Development, Student Affairs, Research, Planning and Performance Assessment, Center for Academic Technologies, and the Center for Academic and Professional Development. Responsible for all academic and vocational instructional programs, student services programs and all economic outreach activities including WAGES and One-Stop activities. Responsible for the coordination activities of four Associate Vice Presidents, the Director of Research, Planning and Performance Assessment, the Director for the Center of Academic Technologies and the Director of Academic & Professional Development. This position is accountable for the performance based budgetary process for the division with the oversight of the President. Annual Budget $32,000,000 for 2001-2002.

Vice President for Academic Affairs, Workforce Development, and Student Services
July 1998 - June 1999

Responsible for the administration of the Academic Affairs, Workforce Development, and Student Services Division. Responsible for all academic and vocational instructional programs, student services programs and all economic outreach activities including WAGES and One-Stop activities. Responsible for the coordination activities of four Associate Vice Presidents, the Assistant Vice President for Workforce Development and the Director of Research, Planning and Performance Assessment. This position is accountable for the performance based budgetary process for the division with the oversight of the Executive Vice President.

Vice President for Student Affairs and Workforce Development
July 1997 - June 1998

Responsible for the administration of the Student Affairs, Workforce Development Division which included all Student Services, Academic Resources, and Technology and Applied Sciences program areas. Directly responsible for all economic outreach activities which are administered through the Office of Workforce

Development and the Office of Student Services and Community Outreach. Served as chair of the coordinating lead facilitators and directors, which included Technology and Applied Sciences, Liberal Arts and Sciences, Academic Resources and Student Affairs including Student Services and Community Outreach and Workforce Development.

Associate Vice President for Instruction and Student Affairs
July 1996 - June 1997

Responsible for the joint administration of the Instruction and Student Affairs Division. Directly responsible for all areas of Student Affairs and Academic Resources including Records and Admissions, Financial Aid, Health, Exercise and Sports, Ethnic Diversity, Vocational High School Dual Enrollment Program, Student Activities, College Preparatory instruction and laboratories, Educational Media, and the Library.

Dean for Student Development
July 1992 - June 1996

Responsible for the administration of the Student Development division which is comprised of Records and Admissions, Advisement and Counseling, Behavioral Sciences and Special Projects (JTPA-Title IIA, Single Parents Program, Displaced Homemakers Program, Sex Equity Program, College Success Program, Downtown Center's Career Exploration, Job Placement Services, Work Exploration Center, and Career Resource Center), Financial Aid, Health, Exercise and Sports, Office of Ethnic Diversity, the High School Dual Enrollment Program, Student Activities, Student Support Services, International Student Services, Veteran Affairs, and Marketing and Recruitment.

Director of Institutional Research
July 1990 - June 1992

Responsible for coordinating the design and implementation of management information systems for internal decision-making for all college levels. Served as a liaison with the Division of Community Colleges Management Information Systems Office.

Registrar and Director of Student Services

Chief Student Records officer of the college responsible for the development and maintenance of

Lake City Community College
Lake City, Florida
March 1986 - June 1990

all student records. Planned and administered the departmental budget and assisted in the planning of Student Support Services and the activities budget. Chaired the College Academic Appeals Committee. Served as a member of the following: President's Administrative Council, Curriculum Committee, Disciplinary Appeals Committee, Equal Access/Equal Opportunity Committee, and the Enrollment Management Committee.

Assistant Registrar
University of Florida
Gainesville, Florida
April 1979 - February 1986

Designed and implemented innovative computerized systems to handle room scheduling, graduation, transfer evaluation, and computer assisted academic advisement. Served as a liaison with the Office of Academic Affairs for the development of the university calendar and for the maintenance of university curricula.

Professional Affiliations

Certified County Court Mediator, Eighth Judicial Circuit of Florida, 2008-
Member, Site Visiting Team, Southern Association of Colleges and Schools, 2000-2007
Member, Standards & Outcomes Task Force, Accountability Measures, Florida State Board of Community Colleges, 2000-2007
Board Representative for Santa Fe Community College, League for Innovation in the Community College, 1998-2006
Equity Officer & Section 504 Coordinator, Santa Fe Community College, 1995-2007
Member, North Central Florida Educational Talent Search Governing Board, 1994-2003
Member, Florida Council of Instructional Affairs, 1994-2006
Chair, Santa Fe Community College's Graduation Committee, 1992-2006
Chair, Santa Fe Community College's College Trauma Response Team, 1992-2005
Member, University of Florida's Trauma Response Team, 1992-2005
Member, Florida Community College Council of Student Affairs (CSA), 1992-2006
Member, National Association of Student Personnel Administrators (NASPA), 1992-2006
Member, Phi Kappa Phi, Secretary/Treasurer, 1985-1986
Member, American Association of Collegiate Registrars and Admissions Officers (AACRAO), 1979-2000
Member, American Association of Community Colleges (AACC), 1990-2006
Member, American Association for Higher Education (AAHE), 1998-2006
Member, American College Personnel Association (ACPA), 1992-2006

Community Activities and Special Projects

Member, 1999-2005, School Board of Alachua County, Strategic Action Planning Team
Member, 1999-2000, Gainesville Alcohol Abuse Prevention Committee (Gainesville Police Department and City of Gainesville task force with community leaders, citizens and educators from Santa Fe Community College and the University of Florida
Member, 1999-, Gainesville Police Department North District Council Committee (Districts 1 and 3) & North District Council Youth Sub-Committee. Oversaw Santa Fe Community College's Phoenix Initiative. This project equipped two rooms in the Phoenix Apartment's Community Resource Building with computers, educational software, furniture and library books and resources valued in excess of $40,000.
In response to a community wide call to action produced an educational DVD on Homelessness in Alachua County with a Santa Fe faculty member and students of the college's Interactive Media program that interviewed homeless citizens, police officers, community leaders, community activists and stakeholders for the purpose of expanding the awareness of this issue to the community at large.
Member, 1998-2001, School Advisory Council (SAC), Hidden Oak Elementary School, Gainesville
Member, School Advisory Council (SAC), Spring Hill Middle School, High Springs, 1996-1998, Secretary, 1996-1998
Board Member, 1992-, STOP! Children's Cancer, Gainesville
Rotary Club of High Springs, Member, 1988-, Secretary, 1991, President, 1994-1995, Paul Harris Fellow, 1998

Honors And Other Activities

League for Innovation in the Community College, 2001 Executive Leadership Institute, 2001
Florida's State Board of Community Colleges' Executive Director's Leadership Seminar, 2001
League for Innovation in the Community College, Fetzer Institute, Formation Training, 2000
Florida and Costa Rica Educational Exchange Program (FLORICA), San Jose, Costa Rica, May 1988
The Leaders Project, a Professional Development Project for Women Administrators in Two-Year Colleges, National Institute for Leadership, 1987

Teaching Experience

Lecturer - University of Florida, Department of Educational Leadership & Department of Student Personnel Administration - Subject material: Higher Education Administration, Student Affairs Administration 1995-2006

References

Provided upon request

ALACHUA COUNTY ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Victim Services and Rape Crisis Center

Board Position (type of position/category): Citizen - at-large

received 5-18-11

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

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

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

NAME: Charkivia Lovett

ADDRESS: 3515 SW 39th BLVD #33A CITY: Gainesville ZIP CODE: 32608

E-MAIL ADDRESS: pookie451@ufl.edu TELEPHONE: HOME: 305-490-0774 CELL:

OCCUPATION: Activity Leader PLACE OF EMPLOYMENT: Wiles Elementary

EDUCATION: U of Florida student PROFESSIONAL ORGANIZATIONS: NU Alpha Lambda Christian service organization Criminology Honor society

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? 3 years no, what county? _____

Are you currently serving on a board?

No ☒ Yes ☐ Name of board(s): _____

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

I have intern with the DOC Probation in which I have encountered victims of a crime committed

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

I can contribute an helpful insight and overall effort to improve the services offered to the victim services herein Alachua county

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 ☐ May 18, 2011 (DATE) Charkivia Lovett (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 ☐ May 18, 2011 (DATE) Charkivia Lovett (SIGNATURE)

July 12, 2011 Regular BoCC Meeting
Agenda Item #11

Title
2010 Tax Roll Discounts, Errors, Double Assessments and Insolvencies. (Amended)

Amount
N/A

Description
The Tax Collector certifies to the Board of County Commissioners the 2010 Discounts, Errors, Double Assessments and Insolvencies report.

Recommendation
Receive the Discounts, Errors, Double Assessments and Insolvencies for the 2010 tax roll.

Alternative(s)
Do not receive the Discounts, Errors, Double Assessments and Insolvencies for the 2010 tax roll.

Requested By
Von Fraser

Originating Department
Tax Collector

Attachment(s) Description
2010 Tax Roll Discounts, Errors, Double Assessments and Insolvenciess report , DR505 and TC502 - Tax Collector's Recapitulation of the 2010 tax roll.

Documents Requiring Action
None.

Executive Summary
The Tax Collector certifies to the Board of County Commissioners the Discounts, Errors, Double Assessments and Insolvencies report.

Background
Pursuant to F.S. 197.492, on or before the 60th day after the tax certificate sale is adjourned, the Tax Collector shall certify to the Board of County Commissioners a report showing the discounts, errors, double assessments and insolvencies relating to tax collections for which credit is to be given, including in every case except discounts, the names of the parties on whose account the credit is to be allowed.

Issues
None.

Fiscal Recommendation
Receive the Discounts, Errors, Doubles Assessments and Insolvencies for the 2010 Tax Roll.

Fiscal Alternative(s)
Do not receive the Discounts, Errors, Double Assessments and Insolvencies for 2010 Tax Roll.

Funding Sources
NA

Account Code(s)
NA

Attachment: ei list 6 7 11.pdf
Attachment: TC 502 11.pdf
Attachment: DR505R11.pdf

Instructions

To Tax Collectors:

1. Use this for the last sheet on your list of errors, insolvencies, double assessments, and discounts.
2. Do not list any item without showing the reason or code in the right-hand marginal column.
3. Group together as much as possible all items coming under one head. For instance, place all Errors under one heading, all Double Assessments under another, Exemptions under another, etc.
4. On exemptions specify whether widow, veteran, homestead, disability, etc.

Recapitulation

I, Von Fraser, Tax Collector of Alachua County, Florida, hereby certify that the within and foregoing is a true list of all; Errors, Insolvencies, Double assessments and Discounts on the Assessment Roll for the year ; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.
I am, therefore, entitled to credit against the 2010 (year), Assessment Roll in the following amounts:

Errors	$ 1,175,143.09
Insolvencies	$ 0
Double Assessments	$ 0
Discounts	$ 9,709,360.70
Federal Bankruptcies	$ 65,930.76
Others: (Specify) Litigation	$ 55,769.04
Deferred Taxes	$ 15,531.31
	$
Total	$ 11,021,734.90

Dated this the 8th day of July 2011 (year)

Tax Collector, Alachua County

To County Commissioners:

Read carefully the certificate below before signing.

Recapitulation

We, the undersigned members of the Board of County Commissioners in and for the County of Alachua, Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from this list and made a separate list of such items, which in our judgment should be collected by the Tax Collector; that to the best of our knowledge, information and belief such list is now correct, just and legal and Hon. Von Fraser, Tax Collector, is therefore entitled to credit on account of said list for the following amounts:

Errors	$ 1,175,143.09
Insolvencies	$ 0
Double Assessments	$ 0
Discounts	$ 9,709,360.70
Federal Bankruptcies	$ 65,930.76
Others: (Specify) Litigation	$ 55,769.04
Deferred Taxes	$ 15,531.31
	$
Total	$ 11,021,734.90

Dated this the _____ day of _____, _____. (year)

Attest: _____ Clerk

_____ Chairman
_____ Member
_____ Member
_____ Member
_____ Member

FLORIDA
DEPARTMENT OF REVENUE

DR-505
R. 07/92

Instructions: This list, after being approved by the Board of County Commissioners, shall be filed in the office of the Clerk of the Circuit Court. Should the names more than fill this page, continue on next page until all are listed. Do not list any item of Personal property Taxes unless it is uncollectible. Errors, Double Assessments, Insolvents, Exemptions and Discounts are the only excuses or reasons for not collecting Personal Property Taxes; therefore, do not take credit for items which are expected to be collected and remitted later.

The County Commissioners will carefully examine this list when submitted to them, and not allow credit for Personal Property Taxes, unless exempt, provided there is Personal Property upon which a levy can be made to enforce collection.

Before submitting this list to the Board of County Commissioners the Tax Collector must fill out and sign the certificate on the back of this form on the last page of the report, and make a recapitulation of the amount of all taxes for which he is to receive credit. The County Commissioners, after carefully checking this list, must sign the certificate on the back of this form on the last page of the report, which must be attached to, and become a part of this report.

List of Errors, Insolvencies, Double Assessments, and Discounts

Submitted Von Fraser **by Tax Collector,**
Alachua **County, Florida**
and approved and allowed by the Board of County Commissioners

Name of Person Against Whom the Tax is Assessed, as it Stands in the Assessment Roll	No. of Page in Assement Roll	Description of Land or Personal Property	Assessed Value Deleted From Roll		Code or Dist No.	Total Taxes Deleted		*Reason why the reduction is claimed, and why allowed by the County Commissioners. To be stated in full
		Property Identification Number	Non-Exempt	Exempt		Dollars	Cts.	

R 07/2004

Tax Collector's Recapitulation of the Tax Roll For Alachua County, Florida, 2010

Every space must be filled in. Where there are spaces that are not applicable, write "None."

	COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES			ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
	Real Property	Personal Property	Centrally Assessed Property	Real Property	Personal Property	Centrally Assessed Property	Real, Personal and Centrally Assessed Property
	(1)	(2)	(3)	(4)	(5)	(6)	(7)
L TS							
1.Taxes Levied as Certified to Department of Revenue by Property Appraiser	252,316,086.92	21,970,160.14	478,698.02	33,499,141.14	3,689,914.84	25,254.23	**311,979,255.29**
2. Plus Additions to the Roll	486,032.63	698,570.31	0.00	97,406.09	127,351.82	0.00	**1,409,360.85**
3. Less Subtractions from the Roll Including Rounding Error	-1,306,868.23	-909,354.51	0.00	-204,948.38	-163,332.82	0.00	**-2,584,503.94**
4. Penalties Collected on Current Roll	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
5. Total Taxes Levied on 2010 Tax Roll	**251,495,251.32**	**21,759,375.94**	**478,698.02**	**33,391,598.85**	**3,653,933.84**	**25,254.23**	**310,804,112.20**
CREDITS							
6. Total Monies Collected (Including Individual Tax Sale Certificates)	243,304,293.96	20,653,162.33	454,646.22	32,312,513.28	3,460,427.18	23,809.90	**300,208,852.87**
7. Discounts Allowed	7,790,021.71	756,890.60	18,919.03	1,013,094.56	129,443.74	991.06	**9,709,360.70**
8. Total Cash Credits on Collections (6 + 7)	**251,094,315.67**	**21,410,052.93**	**473,565.25**	**33,325,607.84**	**3,589,870.92**	**24,800.96**	**309,918,213.57**
9. Warrants Pending	----------	339,637.05	5,132.77	--------	62,135.61	453.27	**407,358.70**
10 County Tax Sale Certificates	298,747.50	--------	0.00	42,561.32	--------	0.00	**341,308.82**
11. Errors and Insolvencies (under minimum)	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
12. Uncollected Taxes Due to Pending Litigation	88,003.39	9,685.96	0.00	22,083.14	1,927.31	0.00	**121,699.80**
13. Unpaids (Deferred Taxes)	14,184.76	0.00	0.00	1,346.55	0.00	0.00	**15,531.31**
14. Over (+) or Under (-) Collected	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
15. Total Credits (Lines 5 and 15 Should Balance)	**251,495,251.32**	**21,759,375.94**	**478,698.02**	**33,391,598.85**	**3,653,933.84**	**25,254.23**	**310,804,112.20**

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Dated: 8-Jul-11 Signature _____ Tax Collector

ALACHUA
Tax Collector : VON FRASER

Date Jun-20-2011

Error and Insolvencies Report

Tax Year	2010
Run Number	All Tax Rolls
Start Correction Date	10/01/2010
End Correction Date	06/07/2011
Include Insolvencies	Y
Include Litigation	Y
Report Sequence	Account Number
Start Account Number	
End Account Number	

Disclaimer - The assessed values displayed on this report reflect the overall County assessed value and not necessarily assessed value of each authority represented on the parcel.

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
NORTH FLORIDA IMAGING INC	00000-001-178	78,620	N		-1,066.22	151		CERT OF CORRECTION
STEVES CAFE AMERICAIN INC	00000-003-803	0	N		-1,229.97	451619		CERT OF CORRECTION
PASTORA YOCASTA C DDS	00000-003-826	2,030	N		-457.15	901		CERT OF CORRECTION
CAPEN ART PUBLISHING INC	00000-008-025	0	N		-20.79	451632		CERT OF CORRECTION
FLORIDA ROCK INDUSTRIES INC	00000-010-160	139,920	N		-2,308.29	451497		CERT OF CORRECTION
MARSHALL TIMOTHY G	00000-013-505	0	N		-115.37	451418		CERT OF CORRECTION
NORTH FLORIDA RADIATION ONCOLO	00000-014-104	3,559,900	N	52,735.43		451628		CERT OF CORRECTION
FLORIDA ROCK INDUSTRIES INC	00000-014-245	81,608,111	N	755,034.00		451582		CERT OF CORRECTION
FLORIDA ROCK INDUSTRIES INC	00000-014-245	81,608,111	N		-823,833.42	451581		CERT OF CORRECTION
WINTHROP RESOURCES CORP	00000-014-406	63,320	N	35.39		451484		CERT OF CORRECTION
WINTHROP RESOURCES CORP	00000-014-409	290	N	0.17		451485		CERT OF CORRECTION
WINTHROP RESOURCES CORP	00000-014-409	290	N		-0.17	0		UNDER MINIMUM
WINTHROP RESOURCES CORP	00000-014-410	10,590	N	2.65		451481		CERT OF CORRECTION
WINTHROP RESOURCES CORP	00000-014-410	10,590	N		-2.65	0		UNDER MINIMUM
PETRO SOUTH INC #259	00000-015-335	0	N		-6,159.60	451563		CERT OF CORRECTION
BELLE CLIFFORD SR	00000-016-200	1,510	N		-193.69	451602		CERT OF CORRECTION
MOSLEY SHERRY	00000-016-502	0	N		-20.99	451591		CERT OF CORRECTION
JENNINGS INSULATION INC	00000-016-651	8,450	N		-8.93	451571		CERT OF CORRECTION
LEWIS OIL CO INC	00000-017-535	115,110	N		-66.60	451585		CERT OF CORRECTION
MONTRICHARD MARY MD	00000-018-920	24,390	N		-257.87	451514		CERT OF CORRECTION
BAILEY TRAVEL NETWORK INC	00000-019-143	0	N		-39.43	451449		CERT OF CORRECTION
N R B DEVELOPMENT INC	00000-020-041	1,930	N		-11.11	451512		CERT OF CORRECTION
THEO TWO CORP	00000-020-424	36,920	N		-622.01	850		CERT OF CORRECTION
EDIX INVESTMENTS	00000-020-988	0	N		-1,035.10	449		CERT OF CORRECTION
DAN KAYS AUTO REPAIR ENTERPRIS	00000-021-004	7,810	N	38.21		451565		CERT OF CORRECTION
KAZBORS GRILL & BAR INC	00000-021-342	65,290	N		-167.95	451597		CERT OF CORRECTION
HYCOR BIOMEDICAL INC	00000-022-067	0	N		-235.67	448		CERT OF CORRECTION
GODET YVETTE DMD PA	00000-022-094	52,380	N		-15.55	77		CERT OF CORRECTION
BELL EDWARD	00000-022-145	79,850	N		-339.12	451424		CERT OF CORRECTION
GENOMECHANIX LLC	00000-023-776	7,940	N		-97.64	81		CERT OF CORRECTION
LECLEAR CALVIN T DVM PA	00000-023-820	9,500	N			451543		CERT OF CORRECTION
DUDLEY JOSETTA	00000-024-752	0	N		-134.32	76		CERT OF CORRECTION
MYRICK BILLY J	00000-025-335	0	N		-69.52	445		CERT OF CORRECTION
HORNSBY JULIENE	00000-025-468	590	N		-302.32	451523		CERT OF CORRECTION
MID FLA HEATING & AIR INC	00000-025-554	208,130	N	2,095.67		451638		CERT OF CORRECTION
DYNA FIT SYSTEMS	00000-025-859	33,540	N		-671.90	451605		CERT OF CORRECTION
HINES ELECTRIC INC	00000-026-014	0	N		-70.19	451640		CERT OF CORRECTION
R & B WINGS INC	00000-026-045	24,800	N		-101.48	898		CERT OF CORRECTION
FLORIDA CREDIT UNION	00000-026-103	1,490,580	N		-9,463.74	920		CERT OF CORRECTION
MIRADOR STUDIOS INC	00000-026-104	20,190	N		-343.83	828		CERT OF CORRECTION
FOGARTY & DEES PARTNERS	00000-027-140	0	N		-7.82	451562		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
NORTH FLORIDA BUSINESS BROKERS	00000-027-639	0	N		-46.28	451548		CERT OF CORRECTION
LT ENTERPRISES OF GAINESVILLE	00000-028-445	77,010	N		-50.01	10		CERT OF CORRECTION
GOVIND & SONS FINE JEWELRY & G	00000-028-474	27,990	N		-630.34	451494		CERT OF CORRECTION
NIESEN PRICE WORTHY CAMPO FRAS	00000-028-639	38,140	N		-483.04	451672		CERT OF CORRECTION
PROFESSIONAL FLOORING OF GAINE	00000-028-761	0	N		-1,329.66	451623		CERT OF CORRECTION
HOT TOPIC INC	00000-028-921	98,450	N		-10.02	447		CERT OF CORRECTION
GMAX EXPRESS INC	00000-029-349	0	N		-223.51	462		CERT OF CORRECTION
MARLIN LEASING CORPORATION	00000-029-408	0	N		-134.32	451476		CERT OF CORRECTION
RED VISION SYSTEMS INC	00000-029-440	223,960	N	2,222.71		86		CERT OF CORRECTION
FAMILY PRESERVATION SERVICE OF	00000-029-854	0	N		-21.52	149		CERT OF CORRECTION
GRAHAM MARVIN & KATHERINE	00000-029-885	24,670	N		-351.14	451647		CERT OF CORRECTION
MILLER BARRY D	00000-030-399	0	N		-269.26	451450		CERT OF CORRECTION
MANFREDI MICHAEL & LISA	00000-030-492	14,960	N	124.75		451492		CERT OF CORRECTION
LAWN SOUTH INC	00000-031-001	18,440	N	291.30		451420		CERT OF CORRECTION
TRUNNELL CONSTRUCTION SVCS INC	00000-031-820	21,470	N		-538.28	160		CERT OF CORRECTION
WILKINSON MICHAEL	00000-031-881	0	N		-16.15	451499		CERT OF CORRECTION
WOLF SECURITY INC	00000-031-974	3,240	N		-5.67	83		CERT OF CORRECTION
KIRSIKKA INC	00000-032-711	0	N		-208.96	451444		CERT OF CORRECTION
SENIOR HOME CARE INC	00000-032-839	26,580	N		-755.58	644		CERT OF CORRECTION
GARCIA MICHAEL O'HARA	00000-032-849	570	N		-17.02	643		CERT OF CORRECTION
WEBB SKID STEER SERVICE INC	00000-032-850	49,550	N		-5.37	451658		CERT OF CORRECTION
RHODES CONSTRUCTION INC	00000-033-426	0	N		-118.86	451426		CERT OF CORRECTION
GREENSMART INC	00000-033-660	2,210	N	49.71		451608		CERT OF CORRECTION
FIRST PORTLAND CORPORATION	00000-033-671	0	N		-4,149.29	451610		CERT OF CORRECTION
FIRST PORTLAND CORPORATION	00000-033-672	0	N		-540.53	451611		CERT OF CORRECTION
FIRST PORTLAND CORPORATION	00000-033-673	0	N		-574.24	451612		CERT OF CORRECTION
SANDVIK MINING & CONSTRUCTION	00000-033-883	1,638,647	N		-8,196.17	451542		CERT OF CORRECTION
MOORES PAINTING & WATERPROOFIN	00000-034-106	0	N		-20.34	451607		CERT OF CORRECTION
THOMAS KENNETH	00000-034-212	180	N		-88.64	451419		CERT OF CORRECTION
PRETTY NAILS SALON	00000-034-565	0	N		-356.67	84		CERT OF CORRECTION
GREEN GROUP HOME INC	00000-034-763	0	N		-1,066.58	451465		CERT OF CORRECTION
NU IMAGE PAINTING INC	00000-034-852	0	N		-173.13	747		CERT OF CORRECTION
WAVESPRING TECHNOLOGIES INC	00000-034-895	0	N		-285.62	451650		CERT OF CORRECTION
CHANDLER ABRAHAM	00000-034-910	2,750	N		-55.52	15		CERT OF CORRECTION
SANCHEZ JOSE ROLANDO	00000-035-003	81,940	N		-671.25	451534		CERT OF CORRECTION
KEYSTONE GATOR HOTEL CAMPUS LL	00000-035-069	796,020	N		-4,863.68	451552		CERT OF CORRECTION
BRITT CANDY	00000-035-210	3,010	N	42.67		451422		CERT OF CORRECTION
TRAVELLERS LIQUORS INTERNATION	00000-035-350	2,680	N		-3,209.07	451469		CERT OF CORRECTION
HODRICK ALECIA	00000-035-417	0	N		-498.47	156		CERT OF CORRECTION
CHRISTIAN ANDY	00000-035-671	165,300	N		-3,051.95	451535		CERT OF CORRECTION
F & F FARMS LANDSCAPE INC	00000-035-746	580	N		-349.54	451519		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
TANNER MICHAEL	00000-036-024	4,060	N	2.39		451525		CERT OF CORRECTION
FIRST PORTLAND CORPORATION	00000-036-163	0	N		-1,027.46	451613		CERT OF CORRECTION
GAINESVILLE CHINA WOK INC	00000-036-946	34,020	N		-772.13	646		CERT OF CORRECTION
K 2 DEVELOPMENTS LLC	00000-037-000	84,910	N	916.10		451415		CERT OF CORRECTION
MCGHIN HEATING & AIR CORP	00000-037-076	590	N		-283.84	451528		CERT OF CORRECTION
MOHAMMED ISLAM N	00000-037-083	400	N		-4,936.60	451662		CERT OF CORRECTION
BEARDED BROTHERS LLC	00000-037-142	0	N		-498.47	451663		CERT OF CORRECTION
GREEN GROUP HOME INC	00000-037-215	1,310	N		-1,027.50	451486		CERT OF CORRECTION
LEO CC INC	00000-037-227	51,480	N		-1,320.11	750		CERT OF CORRECTION
GATOR DETAILING	00000-037-234	0	N		-286.84	451451		CERT OF CORRECTION
LAW SCOTT	00000-037-245	0	N		-167.27	159		CERT OF CORRECTION
INTERNATIONAL SYSTEMS TECHNOLO	00000-037-280	0	N		-917.80	396		CERT OF CORRECTION
BUDA HOLDINGS LLC	00000-037-590	58,640	N		-772.51	723		CERT OF CORRECTION
FLORIDA CABINETRY & SHUTTERS C	00000-037-617	0	N		-200.53	451448		CERT OF CORRECTION
INDEPENDENT TAXI SERVICE	00000-037-633	120	N	3.59		451474		CERT OF CORRECTION
INDEPENDENT TAXI SERVICE	00000-037-633	120	N		-3.59	0		UNDER MINIMUM
THREE WAY ELECTRIC INC	00000-037-730	1,780	N		-707.08	451644		CERT OF CORRECTION
CYPRESS TREE SERVICE INC	00000-037-798	2,610	N	26.86		451566		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-037-925	9,560	N		-2.84	92		CERT OF CORRECTION
H D SUPPLY CONSTRUCTION	00000-037-943	0	N		-4,039.22	451660		CERT OF CORRECTION
SMITH JEFFREY	00000-037-973	0	N		-717.31	451466		CERT OF CORRECTION
D & R CONSTRUCTION SRVS INC	00000-038-399	0	N		-788.24	451584		CERT OF CORRECTION
PFIZER INC	00000-038-416	3,240	N			451595		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-038-423	9,320	N		-2.76	91		CERT OF CORRECTION
MALCOLM NICKEY K MD LLC	00000-038-520	0	N		-1,867.81	680		CERT OF CORRECTION
PHYSICIANS OFFICE RESOURCE INC	00000-038-650	4,220	N		-646.71	451590		CERT OF CORRECTION
FIRST PORTLAND CORPORATION	00000-038-721	0	N		-94.94	451609		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-039-124	10,920	N		-3.05	90		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-039-126	12,120	N		-3.38	89		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-039-127	9,940	N		-2.92	451475		CERT OF CORRECTION
S V RECOVERY LLC	00000-039-145	4,830	N	12.53		451540		CERT OF CORRECTION
COLEMAN COURTNEY S	00000-039-162	0	N		-337.07	451554		CERT OF CORRECTION
CHAMP CITY REALTY INC	00000-039-167	0	N		-312.55	451457		CERT OF CORRECTION
SALON 119 LLC	00000-039-203	73,030	N		-997.93	451443		CERT OF CORRECTION
TCR DESIGN GROUP & CONST LLC	00000-039-219	3,670	N		-584.39	78		CERT OF CORRECTION
TCR DESIGN GROUP & CONST LLC	00000-039-219	3,670	N		-96.81	729		CERT OF CORRECTION
GREAT OUTDOORS TRADING CO LLC	00000-039-225	424,160	N		-75.59	451427		CERT OF CORRECTION
PICKETT WEAPONRY	00000-039-239	3,420	N		-661.97	451603		CERT OF CORRECTION
VEDIC ENTERPRISES INC	00000-039-277	150	N		-309.62	451648		CERT OF CORRECTION
SOUL FOOD ON EIGHTH AVE	00000-039-283	0	N		-2,260.29	451429		CERT OF CORRECTION
RHS RESTORATION INC	00000-039-291	0	N		-62.85	451461		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
SYKES ANTHONY M	00000-039-297	0	N		-129.66	451417		CERT OF CORRECTION
UNDERWATER SERVICES INTERNATIO	00000-039-321	82,440	N	904.90		79		CERT OF CORRECTION
B B & B CONSTRUCTION CO LLC	00000-039-330	4,090	N		-539.53	451651		CERT OF CORRECTION
MOORE YOLANDA	00000-039-345	0	N		-227.83	451559		CERT OF CORRECTION
SERVEL CONSTRUCTION CORP	00000-039-359	0	N		-657.49	451569		CERT OF CORRECTION
PATHOLOGY SERVICES INC	00000-039-376	2,700	N		-2,493.00	451473		CERT OF CORRECTION
SEAN KANNIKA	00000-039-387	76,210	N	62.98		451530		CERT OF CORRECTION
KELLER WILLIAMS CORNERSTONE RE	00000-039-392	0	N		-59.40	398		CERT OF CORRECTION
MITCHELL JONATHAN	00000-039-511	7,250	N		-172.84	744		CERT OF CORRECTION
SMITH CHRISTOPHER DEAN & MARY	00000-039-531	0	N		-118.55	451576		CERT OF CORRECTION
GATOR DOGS LLC	00000-039-551	0	N		-7.19	763		CERT OF CORRECTION
STEVE SANDERS SERVICES LLC	00000-039-568	0	N		-62.85	451411		CERT OF CORRECTION
WINTHROP RESOURCES CORP	00000-039-617	10,700	N	6.92		451482		CERT OF CORRECTION
WINTHROP RESOURCES CORP	00000-039-618	29,400	N	15.95		451483		CERT OF CORRECTION
SOLID STRUCTURE OF NORTH FL IN	00000-039-624	7,870	N		-1,213.62	919		CERT OF CORRECTION
WHITE WILLIE III	00000-039-641	0	N		-449.40	451515		CERT OF CORRECTION
PEACH VALLEY GAINESVILLE LLC	00000-039-772	176,140	N		-115.81	451463		CERT OF CORRECTION
JONESVILLE GRILLE LLC	00000-039-775	22,700	N			451598		CERT OF CORRECTION
PATEL MANU A	00000-039-849	0	N		-2,188.04	932		CERT OF CORRECTION
PFIZER INC	00000-039-851	220	N		-1.39	451596		CERT OF CORRECTION
HOLLAND MAILANDE B	00000-039-930	153,730	N		-64.59	645		CERT OF CORRECTION
G E CAPITAL COMMERCIAL INC	00000-040-196	0	N		-555.30	451669		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-040-294	11,290	N		-3.73	112		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-040-295	12,370	N		-3.34	113		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-040-296	0	N		-1,375.70	451472		CERT OF CORRECTION
BAKER DISTRIBUTING CO LLC #275	00000-040-326	39,290	N		-3,918.71	950		CERT OF CORRECTION
HAWTHORNE MEDICAL CENTER INC	00000-040-385	0	N		-4,593.29	761		CERT OF CORRECTION
EQ ACQUISITIONS 2003 INC	00000-040-398	55,580	N		-317.80	451633		CERT OF CORRECTION
HAILE VILLAGE BISTRO INC	00000-040-404	16,270	N		-1,507.29	451533		CERT OF CORRECTION
ELEGANT STYLES LLC	00000-040-409	2,670	N		-2,552.38	451656		CERT OF CORRECTION
RANDYS CONTRACTING & PAINTING	00000-040-413	0	N		-200.53	150		CERT OF CORRECTION
CARNES CARMEN	00000-040-418	190	N		-4.54	0		UNDER MINIMUM
CARNES CARMEN	00000-040-418	190	N		-1,328.69	451556		CERT OF CORRECTION
D D JAY LLC	00000-040-421	12,500	N		-2,489.18	451625		CERT OF CORRECTION
NATIONAL SPORTSWEAR INC	00000-040-427	0	N		-787.97	88		CERT OF CORRECTION
MARIOS BISTRO LLC	00000-040-428	18,810	N		-1,698.85	451673		CERT OF CORRECTION
NEAL IRENE	00000-040-430	0	N		-349.23	726		CERT OF CORRECTION
EIGHTH AVENUE BIKE & COFFEE HO	00000-040-434	0	N		-1,992.27	87		CERT OF CORRECTION
CANNER LAISHA AP	00000-040-440	2,100	N		-173.10	451561		CERT OF CORRECTION
GUBA EDINA	00000-040-449	9,640	N		-259.96	451442		CERT OF CORRECTION
GAME WORLD OF GAINESVILLE LLC	00000-040-454	0	N		-1,614.09	451592		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
HAPPY BALANCE LLC	00000-040-458	0	N		-235.78	451555		CERT OF CORRECTION
CURRY HOWARD	00000-040-465	0	N		-235.78	841		CERT OF CORRECTION
VIBRANY LLC	00000-040-475	0	N		-426.84	759		CERT OF CORRECTION
FLORIDA HELP DESK LLC	00000-040-477	630	N		-140.87	451593		CERT OF CORRECTION
LAYMAN ROBERT	00000-040-485	0	N		-248.33	451617		CERT OF CORRECTION
SIMONS ANTHONY	00000-040-489	170	N		-296.73	451		CERT OF CORRECTION
CHIARITO ROBERT	00000-040-490	0	N		-441.65	451568		CERT OF CORRECTION
CYBER GALLERY LLC	00000-040-495	0	N		-539.09	451557		CERT OF CORRECTION
FEAGIN JOEL	00000-040-499	600	N		-4,098.93	451659		CERT OF CORRECTION
HOPE BUSINESS SERVICES INC	00000-040-503	0	N		-277.15	745		CERT OF CORRECTION
GALLO PATRICIA	00000-040-506	1,570	N		-252.73	451657		CERT OF CORRECTION
MAS HOLDINGS COMPANY INC	00000-040-507	0	N		-168.21	451645		CERT OF CORRECTION
HOLDER JOE ANN	00000-040-515	0	N		-141.47	451653		CERT OF CORRECTION
SOUTHERN STYLE LAWN SERVICE	00000-040-520	8,650	N		-228.39	451477		CERT OF CORRECTION
SPENCER CONSTRUCTION LLC	00000-040-522	0	N		-716.70	451513		CERT OF CORRECTION
BLOCKER TRACY	00000-040-528	18,310	N	256.43		451634		CERT OF CORRECTION
BLOCKER TRACY	00000-040-528	18,310	N	62.67	-100.71	451634		CERT OF CORRECTION
LIEBLER & CO INC	00000-040-536	30,880	N		-1,446.22	451636		CERT OF CORRECTION
FORD ALFRED	00000-040-537	0	N		-385.29	446		CERT OF CORRECTION
FAT TUSCAN CAFE & BAKERY	00000-040-553	4,220	N		-2,134.31	153		CERT OF CORRECTION
PIZZA VITO	00000-040-572	0	N		-1,320.72	451488		CERT OF CORRECTION
PIZZA VITO FRANCHISE GROUP	00000-040-573	102,490	N	1,677.69		451490		CERT OF CORRECTION
B & C CONSTRUCTION LLC	00000-040-583	800	N		-633.73	895		CERT OF CORRECTION
CONCHIGLIO SHARON	00000-040-584	0	N		-158.86	681		CERT OF CORRECTION
CONCHIGLIO SHARON	00000-040-584	0	N		-680.21	451493		CERT OF CORRECTION
VAUDRE ELIZABETH	00000-040-610	0	N		-283.77	452		CERT OF CORRECTION
TINAS ALL CLEAN LLC	00000-040-616	0	N		-134.32	451637		CERT OF CORRECTION
SMITH CEDRIC A JR	00000-040-618	0	N		-534.85	451621		CERT OF CORRECTION
SMITH CEDRIC A JR	00000-040-618	0	N		-217.29	451629		CERT OF CORRECTION
CLOUD NINE OF GAINEVILLE INC	00000-040-620	0	N		-2,023.61	451564		CERT OF CORRECTION
SARAHS GOODTIME CAFE	00000-040-631	0	N		-2,208.06	451664		CERT OF CORRECTION
C HOPE ELECTRIC LLC	00000-040-637	0	N		-785.01	451604		CERT OF CORRECTION
DEI INC	00000-040-642	0	N		-498.47	451626		CERT OF CORRECTION
CAFE LATINO RESTAURANT LLC	00000-040-650	19,050	N		-1,266.97	451670		CERT OF CORRECTION
LOTUS VETERINARY SERVICES LLC	00000-040-654	2,450	N		-1,874.35	451489		CERT OF CORRECTION
CREATIONS HAIRSTYLING & NAIL S	00000-040-665	0	N		-232.84	451553		CERT OF CORRECTION
DELTONS AUTO DETAILING CENTER	00000-040-668	0	N		-1,405.21	727		CERT OF CORRECTION
CORNUCOPIA HEALTH FOODS & VITA	00000-040-683	800	N		-371.59	451558		CERT OF CORRECTION
DANIEL F DAILY ESQ	00000-040-685	890	N		-431.59	82		CERT OF CORRECTION
ONE WORLD RENAISSANCE ART GALL	00000-040-697	170	N		-33.72	762		CERT OF CORRECTION
KICKIN DEVIL CAFE LLC	00000-040-699	4,930	N		-2,113.12	451665		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
KARMA CREAM INC	00000-040-701	14,350	N		-780.49	451509		CERT OF CORRECTION
TRENTON MEDICAL CENTER INC	00000-040-703	23,930	N		-5,668.41	451666		CERT OF CORRECTION
JAMERSON LUCIOUS G	00000-040-704	180	N		-627.10	451579		CERT OF CORRECTION
MEDIAEDGE COMMUNICATIONS LLC	00000-040-726	0	N		-470.10	451578		CERT OF CORRECTION
TIENDA MEXICANA LOS HERMANOS L	00000-040-736	4,180	N		-12,530.11	451671		CERT OF CORRECTION
INNOVATIVE ENERGY ALTERNATIVES	00000-040-743	460	N		-1,694.98	451471		CERT OF CORRECTION
ALTSCHULER PERIODONTIC & IMPLA	00000-040-750	167,040	N		-760.48	451524		CERT OF CORRECTION
THE SWAMP PALACE LLC	00000-040-755	0	N		-208.96	451594		CERT OF CORRECTION
PERRY CARL J	00000-040-757	0	N		-159.71	451551		CERT OF CORRECTION
PARRAMORE ENTERPRISES,INC	00000-040-764	1,900	N		-407.61	451549		CERT OF CORRECTION
DAVIDS BRIDAL	00000-040-784	0	N		-1,977.56	207		CERT OF CORRECTION
K M R J INC	00000-040-817	0	N		-1,481.54	85		CERT OF CORRECTION
CEREMONIAL FIREWORKS	00000-040-821	0	N		-700.04	451655		CERT OF CORRECTION
PHOTO.ME	00000-040-830	0	N		-442.01	451618		CERT OF CORRECTION
MAZON KYEESHA	00000-040-832	0	N		-911.73	451541		CERT OF CORRECTION
SUBWAY 23106 LLC	00000-040-836	0	N		-1,539.97	451464		CERT OF CORRECTION
EMMIECO LLC	00000-040-892	35,240	N		-931.81	451545		CERT OF CORRECTION
GAINESVILLE ZOO LLC	00000-040-952	144,380	N		-517.10	451531		CERT OF CORRECTION
SAI USA INC	00000-040-953	12,950	N		-1,442.34	451580		CERT OF CORRECTION
GAINESVILLE LODGE LLC	00000-040-962	67,180	N		-3,622.63	451544		CERT OF CORRECTION
VINTAGE ELECTRIC INC	00000-041-179	61,060	N		-14,802.02	728		CERT OF CORRECTION
SEPRACOR INC	00000-041-182	0	N		-201.68	451510		CERT OF CORRECTION
NBC FACILITIES INC	00000-041-183	0	N		-641.84	451627		CERT OF CORRECTION
LAZARUS RESTORATION MINISTRIES	00000-041-184	100	N		-3.01	0		UNDER MINIMUM
LAZARUS RESTORATION MINISTRIES	00000-041-184	100	N		-1,201.32	451539		CERT OF CORRECTION
SPLITZ BOWLING ALLEY	00000-041-190	0	N		-3,958.04	451478		CERT OF CORRECTION
ELY FAMILY DENTISTRY LLC	00000-041-204	30,270	N		-633.06	451462		CERT OF CORRECTION
LANSBELL SERVICES LP	00000-041-235	0	N		-11.31	451620		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-309	13,330	N		-3.75	93		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-310	12,830	N		-3.90	94		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-311	10,930	N		-3.07	95		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-312	11,590	N		-3.27	96		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-313	14,500	N		-4.75	97		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-314	12,740	N		-3.58	98		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-315	14,150	N		-3.82	99		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-316	14,960	N		-4.20	100		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-317	14,890	N		-4.04	101		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-318	11,260	N		-3.19	102		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-319	11,960	N		-3.35	103		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-320	13,770	N		-3.88	104		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-321	13,990	N		-3.91	105		CERT OF CORRECTION

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REDBOX AUTOMATED RETAIL LLC	00000-041-322	14,210	N		-3.85	106		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-323	13,770	N		-3.88	107		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-324	12,470	N		-3.52	108		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-325	21,260	N		-5.97	109		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-326	12,080	N		-3.38	110		CERT OF CORRECTION
REDBOX AUTOMATED RETAIL LLC	00000-041-327	12,030	N		-3.32	111		CERT OF CORRECTION
PHILIPPINE EXPRESS INC	00000-041-330	23,100	N		-689.80	451537		CERT OF CORRECTION
TCEF LEASING	00000-041-394	0	N		-101.77	451501		CERT OF CORRECTION
TCEF LEASING	00000-041-395	0	N		-130.51	451503		CERT OF CORRECTION
TCEF LEASING	00000-041-398	0	N		-97.01	451505		CERT OF CORRECTION
TCEF LEASING	00000-041-399	0	N		-127.15	451504		CERT OF CORRECTION
TCEF LEASING	00000-041-400	0	N		-570.40	451502		CERT OF CORRECTION
TCEF LEASING	00000-041-403	0	N		-394.88	451500		CERT OF CORRECTION
TCEF LEASING	00000-041-404	0	N		-10,739.53	451508		CERT OF CORRECTION
CHURCH OF CHRIST AT HAWTHORNE	00000-041-448	0	N			451654		CERT OF CORRECTION
MOTI INC	00000-041-451	0	N		-2,181.53	451491		CERT OF CORRECTION
THUAN TRUNG TRAN	00000-041-472	12,380	N	356.62		70		CERT OF CORRECTION
CENTRAL FLA POWER WASH INC	00000-041-473	1,300	N	37.45		451495		CERT OF CORRECTION
WINTHROP RESOURCES CORP	00000-041-477	9,250	N	171.62		451480		CERT OF CORRECTION
WINTHROP RESOURCES CORP	00000-041-478	4,660	N	94.22		451479		CERT OF CORRECTION
KUDDLY KIDS ACADEMY INC	00000-041-479	0	N	1,035.08		450		CERT OF CORRECTION
KUDDLY KIDS ACADEMY INC	00000-041-479	0	N		-1,035.08	949		CERT OF CORRECTION
NEW YORK TIMES SALES CO	00000-041-480	280	N	8.37		451550		CERT OF CORRECTION
GLOBUS MEDICAL INC	00000-041-735	119,960	N	3,580.37		451614		CERT OF CORRECTION
MAVERICK HOLDINGS LLC	00000-041-745	113,400	N	3,962.22		760		CERT OF CORRECTION
THEO TWO CORP	00000-071-408	80,580	N		-1,013.58	847		CERT OF CORRECTION
THEO TWO CORP	00000-071-409	49,340	N		-941.47	844		CERT OF CORRECTION
BEN CAMPEN OUTDOOR ADVERTISING	00000-098-972	15,770	N	54.51		451423		CERT OF CORRECTION
FLORIDA ROCK INDUSTRIES INC	00000-166-208	727,568	N		-14,213.61	451498		CERT OF CORRECTION
DESTEPHENS JAMES B MDPA	00000-167-519	8,970	N		-479.03	451532		CERT OF CORRECTION
GALLAGHER BASSETT SERVICES INC	00000-244-020	0	N		-1,176.93	451570		CERT OF CORRECTION
GLEN SPRINGS MANOR INC	00000-256-257	0	N		-1,575.62	451421		CERT OF CORRECTION
GOOD SIGNS INC	00000-259-165	1,530	N		-44.13	451635		CERT OF CORRECTION
GRIFFIS LUMBER INC	00000-267-817	542,630	N		-3,125.97	451599		CERT OF CORRECTION
D D LESTER & ASSOCIATES INC	00000-373-897	27,450	N		-686.47	451529		CERT OF CORRECTION
THE PANTRY INC	00000-378-190	83,470	N		-860.24	152		CERT OF CORRECTION
MCGALLIARD RODNEY D PA	00000-410-308	0	N			451458		CERT OF CORRECTION
MOBERLY JEANNE PHD	00000-430-676	0	N			451453		CERT OF CORRECTION
STEWART JOHN MICHAEL	00000-586-591	1,470	N		-114.35	720		CERT OF CORRECTION
STREITS INC	00000-588-505	30,970	N		-184.87	451459		CERT OF CORRECTION
SWILLEY WENDELL	00000-627-803	0	N		-227.13	80		CERT OF CORRECTION

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CHERNITSYNA LIUDMILA	00065-004-000	61,200	N		-1,411.84	771		CERT OF CORRECTION
ISLER DONNA L	00090-010-015	287,900	N		-7,426.91	657		CERT OF CORRECTION
BENNETT JEFFREY J & RESHANA R	00090-010-019	237,400	N		-1,013.82	577		CERT OF CORRECTION
BENNETT JEFFREY J & RESHANA R	00090-010-019	237,400	N	2,075.98		578		CERT OF CORRECTION
BELL & FREENEY	00172-001-000	70,400	N		-17.13	10946		CERT OF CORRECTION
OLD BAILEY LLC	00236-100-001	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-002	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-003	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-004	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-005	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-006	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-007	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-008	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-009	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-010	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-011	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-012	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-013	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-014	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-015	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-016	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-017	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-018	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-019	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-020	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-021	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-022	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-023	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-024	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-025	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-026	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-027	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-028	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-029	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-030	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-031	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-032	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-033	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-034	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-035	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-036	18,000	N		-257.97	0	L	LI - LITIGATION

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OLD BAILEY LLC	00236-100-037	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-038	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-039	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-040	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-041	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-042	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-043	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-044	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-045	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-046	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-047	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-048	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-049	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-050	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-051	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-052	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-053	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-054	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-055	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-056	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-057	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-058	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-059	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-060	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-061	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-062	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-063	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-064	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-065	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-066	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-067	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-068	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-069	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-070	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-071	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-072	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-073	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-074	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-075	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-076	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-077	18,000	N		-257.97	0	L	LI - LITIGATION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
OLD BAILEY LLC	00236-100-084	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-085	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-086	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-087	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-088	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-089	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-090	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-091	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-092	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-093	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-094	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-095	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-096	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-097	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-098	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-099	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-100	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-101	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-102	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-103	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-104	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-105	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-106	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-107	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-108	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-109	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-110	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-111	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-112	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-113	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-114	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-115	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-116	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-117	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-118	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-119	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-120	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-121	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-122	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-123	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-124	18,000	N		-257.97	0	L	LI - LITIGATION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
OLD BAILEY LLC	00236-100-125	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-126	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-127	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-128	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-129	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-130	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-131	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-132	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-133	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-134	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-135	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-136	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-137	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-138	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-139	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-140	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-141	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-142	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-143	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-144	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-145	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-146	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-147	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-148	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-149	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-150	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-151	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-152	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-153	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-154	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-155	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-156	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-157	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-158	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-160	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-161	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-162	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-163	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-164	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-165	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-166	18,000	N		-257.97	0	L	LI - LITIGATION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
OLD BAILEY LLC	00236-100-167	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-168	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-169	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-170	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-171	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-172	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-173	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-174	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-175	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-176	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-177	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-178	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-179	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-180	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-181	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-182	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-183	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-184	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-185	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-186	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-187	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-188	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-189	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-190	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-191	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-192	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-193	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-194	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-195	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-196	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-197	18,000	N		-257.97	0	L	LI - LITIGATION
OLD BAILEY LLC	00236-100-198	18,000	N		-257.97	0	L	LI - LITIGATION
MULLER KEITH M	00256-014-000	26,000	N	17.13		100007		CERT OF CORRECTION
MULLER KEITH M	00256-014-000	26,000	N		-152.06	100007		CERT OF CORRECTION
GRISECK ASHLEY	00297-010-007	97,400	N	1,062.18		579		CERT OF CORRECTION
BELL HARRY HEIRS	00369-000-000	74,000	N		-17.13	10941		CERT OF CORRECTION
BHOLARAM DANNY	00380-000-000	9,800	N		-374.06	598		CERT OF CORRECTION
JOHNSON KIZIAH HEIRS	00409-024-000	21,800	N	562.36		421		CERT OF CORRECTION
GHOSH GOVIND	00412-000-000	4,900	N		-371.47	912		CERT OF CORRECTION
TREND REALTY SERVICES INC	00493-000-000	18,600	N		-9,506.12	434		CERT OF CORRECTION
TREND REALTY SERVICES INC	00493-002-000	387,100	N	8,592.91		435		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
BOYD LOLA LORETTA	00684-001-000	19,030	N		-374.08	908		CERT OF CORRECTION
KING NANCY HEIRS	01149-000-000	66,900	N	1,223.02		192		CERT OF CORRECTION
WOOTTON LAURIE THOMAS & JANINE	01360-001-000	95,000	N		-740.37	526		CERT OF CORRECTION
FULLER PAM L	01444-001-006	0	N		-555.98	648		CERT OF CORRECTION
BECKMAN MARIANA TRUSTEE	01451-008-000	33,760	N		-152.06	10969		CERT OF CORRECTION
KINIRY NANCY	01457-004-002	40,000	N		-152.06	10934		CERT OF CORRECTION
KINNE ROBIN R	01482-020-021	45,700	N		-90.13	10917		CERT OF CORRECTION
KINNE ROBIN R	01482-020-021	45,700	N	73.00		10917		CERT OF CORRECTION
BUSHNELL JENICE P TRUSTEE	01530-010-004	305,260	N		-1,628.81	406		CERT OF CORRECTION
STENGEL KENNETH H & CATHERINE	01550-004-000	23,000	N		-304.12	100123		CERT OF CORRECTION
STEELE & STEELE & STEELE & STE	01628-001-000	177,000	N	2,307.35		411		CERT OF CORRECTION
HOPEWELL LLC	01731-010-001	61,000	N		-322.98	783		CERT OF CORRECTION
HOPEWELL LLC	01731-010-002	59,000	N		-369.11	784		CERT OF CORRECTION
HOPEWELL LLC	01731-010-003	62,500	N		-288.37	785		CERT OF CORRECTION
HOPEWELL LLC	01731-010-006	83,500	N	196.09		786		CERT OF CORRECTION
HOPEWELL LLC	01731-010-007	52,000	N		-530.59	787		CERT OF CORRECTION
HOPEWELL LLC	01731-010-008	67,000	N		-184.56	788		CERT OF CORRECTION
HOPEWELL LLC	01731-010-009	66,500	N		-196.09	789		CERT OF CORRECTION
HOPEWELL LLC	01731-010-011	77,000	N	46.13		790		CERT OF CORRECTION
HOPEWELL LLC	01731-010-012	59,500	N		-357.58	791		CERT OF CORRECTION
HOPEWELL LLC	01731-010-013	69,500	N		-126.87	868		CERT OF CORRECTION
NADLER STEVEN M & MAUREEN	01752-010-004	218,930	N	3,307.91		168		CERT OF CORRECTION
DANIELS PATRICIA LOUISE	01758-008-000	1,100	N		-152.06	100068		CERT OF CORRECTION
BECKER LIFE EST & SCHMIDLAPP L	01801-016-000	73,110	N		-488.06	814		CERT OF CORRECTION
DELMAY ACRES LLC	01821-010-001	45,000	N		-377.50	292		CERT OF CORRECTION
KAMM DOUGLAS T & KAREN ANN	01821-010-002	45,000	N		-377.50	293		CERT OF CORRECTION
SANCHEZ GERMAN & GLORIA	01821-010-003	45,000	N		-377.50	294		CERT OF CORRECTION
WILSON DEANNE M	01821-010-004	242,500	N		-377.50	295		CERT OF CORRECTION
SCHAUMANN MARK R & PAULINE N	01821-010-005	45,000	N		-377.50	296		CERT OF CORRECTION
CASTLEN CHARLES R & NORMA B	01821-010-006	225,100	N		-377.50	297		CERT OF CORRECTION
CROSSMAN WILLIAM G & BRANDI S	01821-010-007	45,000	N		-377.50	298		CERT OF CORRECTION
LAGUERRE ISEULT JOSEPH	01821-010-008	45,200	N		-377.50	299		CERT OF CORRECTION
LONG CHRISTOPHER M & ALISON L	01874-030-048	117,690	N		-1,680.30	410		CERT OF CORRECTION
SSS HOLDINGS LLC	01894-010-002	150,900	N		-3,880.88	525		CERT OF CORRECTION
STEALTH CAPITAL INVESTMENTS LL	01897-100-006	78,200	N		-218.96	524		CERT OF CORRECTION
SANDERS SAMUEL S	01898-000-000	321,600	N		-3,236.57	523		CERT OF CORRECTION
HARTNETT LAURIE J	01901-040-038	126,400	N	1,043.30		420		CERT OF CORRECTION
CAPITAL CITY BANK	01901-070-064	30,000	N		-377.50	330		CERT OF CORRECTION
CAPITAL CITY BANK	01901-070-065	30,000	N		-377.50	331		CERT OF CORRECTION
MACH & TRAN W/H	01901-070-066	127,000	N		-377.50	332		CERT OF CORRECTION
NOLAN RHONDA S	01901-070-067	123,000	N		-377.50	333		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
LIGUORI DONALD B & JOHELLA	01901-070-068	129,200	N		-377.50	334		CERT OF CORRECTION
MONTEMURRO FRANK SR	01901-070-069	151,700	N		-377.50	335		CERT OF CORRECTION
RAMOS-BAEZ & SANTIAGO W/H	01901-070-070	128,200	N		-377.50	336		CERT OF CORRECTION
WILLIS & WILLIS	01901-070-071	125,200	N		-377.50	337		CERT OF CORRECTION
SOLUTIONS BY DESIGN LLC	01901-070-072	151,700	N		-377.50	338		CERT OF CORRECTION
KING ERNEST D & SHERRIE	01901-070-073	143,300	N		-377.50	339		CERT OF CORRECTION
HAMILTON CASEY N & WENDY GAYLE	01901-070-074	127,800	N		-377.50	340		CERT OF CORRECTION
FARIES JOSEPH R & LORI J	01901-070-075	125,700	N		-377.50	341		CERT OF CORRECTION
MCCOWN & STATON	01901-070-076	183,700	N		-377.50	342		CERT OF CORRECTION
PAROCHA MARIO D & DITAS GELLEC	01901-070-077	166,800	N		-377.50	343		CERT OF CORRECTION
RUGGIERI NICHOLAS J & ANDREA G	01901-070-078	151,700	N		-377.50	344		CERT OF CORRECTION
MILLER WILLIAM C & NANCY S	01901-070-079	146,400	N		-377.50	345		CERT OF CORRECTION
CLARKSON STEPHEN T & PAULA M	01901-070-080	127,900	N		-377.50	346		CERT OF CORRECTION
THOMAS JOSHUA EDWARD & LISA S	01901-070-081	131,800	N		-377.50	347		CERT OF CORRECTION
CALDERON ALBERTO M & MARJORIE	01901-070-082	139,200	N		-377.50	348		CERT OF CORRECTION
BARTON MICHAEL J	01901-070-083	148,400	N		-377.50	349		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-084	30,000	N		-377.50	350		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-085	30,000	N		-377.50	351		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-086	30,000	N		-377.50	352		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-087	30,000	N		-377.50	353		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-088	30,000	N		-377.50	354		CERT OF CORRECTION
FERNANDO STEPHEN J & MONICA A	01901-070-089	133,000	N		-377.50	355		CERT OF CORRECTION
STRICKLAND KEVIN L	01901-070-090	127,500	N		-377.50	356		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-091	30,000	N		-377.50	357		CERT OF CORRECTION
FERRER-BARBOT & NEGRON-ASENCIO	01901-070-092	171,000	N		-377.50	358		CERT OF CORRECTION
DAVIS ALONZO J JR & CHANDRA R	01901-070-093	179,700	N		-377.50	359		CERT OF CORRECTION
OCEPEK ERIC B & MICHELLE G	01901-070-094	156,300	N		-377.50	360		CERT OF CORRECTION
DIEHL & DIEHL	01901-070-095	125,700	N		-377.50	361		CERT OF CORRECTION
LEWIS JACQUELINE	01901-070-096	134,800	N		-377.50	362		CERT OF CORRECTION
HILL RICHARD A & CAROL R	01901-070-097	196,500	N		-377.50	363		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-098	30,000	N		-377.50	364		CERT OF CORRECTION
BATEMAN DIANE H	01901-070-099	147,900	N		-377.50	365		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-100	30,000	N		-377.50	366		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-101	30,000	N		-377.50	367		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-102	30,000	N		-377.50	368		CERT OF CORRECTION
BRANT DAVID A & KELLY F	01901-070-103	166,100	N		-377.50	369		CERT OF CORRECTION
EATON ROBERT J & NADINE H	01901-070-104	179,100	N		-377.50	370		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-105	30,000	N		-377.50	371		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-106	30,000	N		-377.50	372		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-107	30,000	N		-377.50	373		CERT OF CORRECTION
SHEPARD BRIAN J & KATHLEEN R	01901-070-108	184,000	N		-377.50	374		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
SANTIAGO CARLOS JAVIER & ANGEL	01901-070-109	156,500	N		-377.50	375		CERT OF CORRECTION
BARRON RUSSELL W & FARRIS J	01901-070-110	167,000	N		-377.50	376		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-111	30,000	N		-377.50	377		CERT OF CORRECTION
SANTIAGO JORGE G & MARIA A	01901-070-112	193,800	N		-377.50	378		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-114	30,000	N		-377.50	379		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-115	30,000	N		-377.50	380		CERT OF CORRECTION
FORD JOHN E JR	01901-070-116	128,300	N		-377.50	381		CERT OF CORRECTION
COURTNEY & WALKER W/H	01901-070-117	187,000	N		-377.50	382		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-118	30,000	N		-377.50	383		CERT OF CORRECTION
SANDERS KEVIN A & LISA K	01901-070-119	126,200	N		-377.50	384		CERT OF CORRECTION
JONES & POORE W/H	01901-070-120	140,000	N		-377.50	385		CERT OF CORRECTION
GUNNETT MICHAEL CHARLES & AMY	01901-070-121	126,000	N		-377.50	386		CERT OF CORRECTION
DAIGLE JACQUELINE A	01901-070-122	154,000	N		-377.50	387		CERT OF CORRECTION
PARHAM KIMBERLY	01901-070-123	130,200	N		-377.50	388		CERT OF CORRECTION
LEIVONEN JEFFREY E & AMY T	01901-070-124	129,900	N		-377.50	389		CERT OF CORRECTION
KEISTER BRYANT T	01901-070-125	128,900	N		-377.50	390		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-126	30,000	N		-377.50	391		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-127	30,000	N		-377.50	392		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-128	30,000	N		-377.50	393		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-129	30,000	N		-377.50	394		CERT OF CORRECTION
WESEMAN BUILDERS INC	01901-070-130	30,000	N		-377.50	395		CERT OF CORRECTION
MARKEY ELLIN F	01926-010-004	72,600	N		-152.06	10942		CERT OF CORRECTION
GRAY & SCHOFIELD HEIRS & YARBO	01932-000-000	130,100	N	641.79		870		CERT OF CORRECTION
MAY GENE C TRUSTEE	02392-002-000	10,000	N		-1,039.43	911		CERT OF CORRECTION
BARNES CHRISTINA	02467-002-003	46,640	N		-227.68	540		CERT OF CORRECTION
WILCOX ELMO & SALLY	02545-001-002	69,640	N		-1,020.74	611		CERT OF CORRECTION
KELLY TODD MICHAEL & MARIA N	02602-010-001	312,960	N		-503.36	323		CERT OF CORRECTION
PATIENT TIMOTHY P & MARY	02602-010-002	264,600	N		-503.36	324		CERT OF CORRECTION
DIAS & TAPP	02602-010-003	218,000	N		-503.36	325		CERT OF CORRECTION
MOORE WINDY LANA	02602-010-006	55,000	N		-503.36	326		CERT OF CORRECTION
SIMON EDWIN & MAYA	02602-010-007	55,000	N		-503.36	327		CERT OF CORRECTION
WILLIAMS BRIAN & SUCHADA	02602-010-008	232,100	N		-503.36	328		CERT OF CORRECTION
WILLIAMS & WILLIAMS	02602-010-009	55,000	N		-503.36	329		CERT OF CORRECTION
BOYD & BOYD & WRIGHT	02604-000-000	101,900	N		-1,711.41	452421		CERT OF CORRECTION
JONES ALFONSO	02655-000-000	22,720	N		-829.58	823		CERT OF CORRECTION
HALE & MALPHURS	02793-000-000	61,400	N		-456.18	100064		CERT OF CORRECTION
HALE GUY W	02793-001-000	139,890	N		-152.06	100060		CERT OF CORRECTION
HART GEOFFREY & PATRICIA J	02852-005-000	26,980	N		-625.78	122		CERT OF CORRECTION
ELITE AUTO CENTER OF GAINESVIL	03037-001-000	208,000	N		-2,780.89	522		CERT OF CORRECTION
ALACHUA COUNTY BOARD OF COUNTY	03043-050-000	135,200	N		-1,372.35	800		CERT OF CORRECTION
KINETIC PROPERTIES INC	03044-020-010	48,500	N		-414.92	666		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
NIMA INC & PATEL	03054-001-001	524,400	N		-13,435.93	521		CERT OF CORRECTION
NIMA INC & PATEL	03061-004-000	619,000	N		-12,249.01	520		CERT OF CORRECTION
AMERICAN PETROLEUM INVESTMENTS	03066-007-000	189,800	N		-948.02	519		CERT OF CORRECTION
ALACHUA DEVELOPMENT CO LLC	03067-006-000	1,293,800	N		-4,126.60	455		CERT OF CORRECTION
ALACHUA DEVELOPMENT CO LLC	03067-006-000	1,293,800	N		-2,504.62	456		CERT OF CORRECTION
ALACHUA DEVELOPMENT CO LLC	03067-006-000	1,293,800	N		-528.09	751		CERT OF CORRECTION
MARONDA HOMES INC	03067-061-037	24,900	N	626.14		457		CERT OF CORRECTION
MARONDA HOMES INC	03067-061-038	24,900	N	626.14		458		CERT OF CORRECTION
MARONDA HOMES INC	03067-061-066	24,900	N	626.14		459		CERT OF CORRECTION
MARONDA HOMES INC	03067-061-067	24,900	N	626.14		460		CERT OF CORRECTION
MARONDA HOMES INC	03067-061-068	21,000	N	528.09		752		CERT OF CORRECTION
HIPP RENTAL PROPERTIES LLC	03212-007-000	214,500	N		-689.02	557		CERT OF CORRECTION
LUMPKIN MARION E	03221-002-002	53,270	N		-17.13	10035		CERT OF CORRECTION
CLOYD JOHN L & LINDA M	03375-000-000	235,200	N		-3,148.38	592		CERT OF CORRECTION
WILLIAMS CLIFFORD	03507-000-000	54,530	N		-17.13	10936		CERT OF CORRECTION
CITY OF ALACHUA (THE)	03772-000-000	400	N		-3.02	587		CERT OF CORRECTION
ALACHUA DEVELOPMENT LLC	03869-007-001	7,616,500	N		-31,119.83	518		CERT OF CORRECTION
CHASTEEN & FAIRCLOTH & MCDANIE	03904-000-000	10,600	N		-17.13	100006		CERT OF CORRECTION
PORTER ADELAIDE	03932-001-000	61,900	N		-304.12	10955		CERT OF CORRECTION
BOARD OF COUNTY COMMISSIONERS	03980-003-054	85,400	N		-1,610.65	804		CERT OF CORRECTION
KUNTZ & KUNTZ	04001-000-000	15,500	N	142.12		100202		CERT OF CORRECTION
INMAN ETHEL LORRAINE	04003-005-000	8,000	N	184.56		930		CERT OF CORRECTION
HYDE CLARENCE B & KAREN E	04077-004-005	128,400	N		-1,753.26	452607		CERT OF CORRECTION
KRAMP GARY L & MARIA SOLEDAD L	04078-001-000	115,000	N		-1,499.49	284		CERT OF CORRECTION
MORGAN & MORGAN JR	04079-033-001	154,785	N		-226.08	778		CERT OF CORRECTION
MORGAN & MORGAN JR	04079-033-001	154,785	N		-630.15	779		CERT OF CORRECTION
HYDE CLARENCE B & KAREN E	04080-009-000	12,000	N		-3,045.15	452606		CERT OF CORRECTION
RANDI VINCENT	04092-002-000	88,100	N		-925.80	178		CERT OF CORRECTION
JOHNS JAMES P	04099-005-005	19,400	N		-152.06	100158		CERT OF CORRECTION
COMPTON & COMPTON	04111-011-002	428,000	N		-2,306.93	266		CERT OF CORRECTION
FUTRAL CHARLES E & CYNTHIA A	04111-011-005	401,130	N		-1,221.99	267		CERT OF CORRECTION
STEWART DAVID S & LORI LEE	04111-011-008	273,400	N		-1,919.36	268		CERT OF CORRECTION
PELAEZ FRANK & MICHELE	04111-011-009	270,170	N		-1,163.38	269		CERT OF CORRECTION
CESAR-LEE & LEE W/H	04111-011-010	253,030	N		-1,369.62	270		CERT OF CORRECTION
WALKER STUART SCOTT & LESLEY A	04173-010-003	3,000	N		-5,132.93	452611		CERT OF CORRECTION
G W ROBINSON DEVELOPERS INC	04222-200-101	369,800	N		-133.80	322		CERT OF CORRECTION
HAWLEY MICHAEL	04225-001-000	28,400	N		-271.66	452437		CERT OF CORRECTION
PET PARADISE-GAINESVILLE LLC	04265-008-000	812,300	N		-2,260.79	575		CERT OF CORRECTION
HAMMERSTONE BARBARA A	04284-003-000	73,120	N		-2,218.64	909		CERT OF CORRECTION
FLANAGAN PATRICK J & CYNTHIA	04284-010-005	747,900	N		-955.07	290		CERT OF CORRECTION
O'MEARA JAMES JOSEPH	04284-010-006	702,200	N		-936.61	289		CERT OF CORRECTION

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TRIBBLE CURTIS G & MEGAN F	04284-010-008	624,400	N		-948.14	288		CERT OF CORRECTION
NEW GENERATION HOME BUILDERS I	04285-001-000	152,400	N		-936.61	287		CERT OF CORRECTION
GROSSMAN KENNETH E TRUSTEE	04285-003-000	151,800	N		-934.31	286		CERT OF CORRECTION
TIGER INVESTMENT GROUP INC	04286-010-001	150,600	N		-927.38	764		CERT OF CORRECTION
TIGER INVESTMENT GROUP INC	04286-010-002	150,600	N		-927.38	765		CERT OF CORRECTION
TIGER INVESTMENT GROUP INC	04286-010-003	150,900	N		-927.38	766		CERT OF CORRECTION
TIGER INVESTMENT GROUP INC	04286-010-004	151,500	N		-931.99	767		CERT OF CORRECTION
TIGER INVESTMENT GROUP INC	04286-010-005	151,500	N		-931.99	768		CERT OF CORRECTION
TIGER INVESTMENT GROUP INC	04286-010-006	155,400	N		-945.85	769		CERT OF CORRECTION
TIGER INVESTMENT GROUP INC	04286-010-007	152,100	N		-936.61	770		CERT OF CORRECTION
WATERS & WATERS & WATERS	04296-001-000	101,300	N		-576.74	119		CERT OF CORRECTION
BALOGH DAVID & MELISSA	04302-010-019	583,600	N		-516.75	285		CERT OF CORRECTION
WEST END GOLF CLUB INC	04314-000-000	623,400	N		-2,539.93	437		CERT OF CORRECTION
BURKE AGNES	04314-201-033	136,700	N		-282.48	10921		CERT OF CORRECTION
OTTE KATHLEEN B	04314-302-071	74,210	N	97.59	-164.02	533		CERT OF CORRECTION
DENNY CHRISTOPHER PAUL & LAURI	04321-013-000	229,200	N		-1,061.20	463		CERT OF CORRECTION
VO TONY & HOANG	04321-028-032	269,700	N		-399.09	464		CERT OF CORRECTION
VO & VO	04321-028-033	69,000	N		-399.09	470		CERT OF CORRECTION
FLETCHER G E	04321-300-001	50,000	N		-692.09	271		CERT OF CORRECTION
FLETCHER G E	04321-300-002	50,000	N		-692.09	272		CERT OF CORRECTION
FLETCHER G E	04321-300-003	50,000	N		-692.09	273		CERT OF CORRECTION
NALBANDIAN ZABEL L	04321-300-004	50,000	N		-692.09	274		CERT OF CORRECTION
NALBANDIAN ZABEL L	04321-300-005	50,000	N		-692.09	275		CERT OF CORRECTION
ANDERSON & BROWNSTEIN	04321-300-006	50,000	N		-692.09	276		CERT OF CORRECTION
TALTON JAMES D	04321-300-007	530,200	N		-692.09	277		CERT OF CORRECTION
NALBANDIAN ZABEL L	04321-300-008	50,000	N		-692.09	278		CERT OF CORRECTION
NOYES RICHARD E & BRENDA A	04321-300-010	257,300	N		-692.09	279		CERT OF CORRECTION
MCCARTY PHYLLIS R	04321-300-011	50,000	N		-692.09	280		CERT OF CORRECTION
FLETCHER G E	04321-300-012	50,000	N		-692.09	281		CERT OF CORRECTION
DONTHAMSETTI SREEDEVI	04321-300-013	50,000	N		-692.09	282		CERT OF CORRECTION
FLETCHER G E	04321-300-015	50,000	N		-692.09	283		CERT OF CORRECTION
HAUG PHILIP	04328-010-001	277,700	N		-611.35	208		CERT OF CORRECTION
CARTER RONNY & PATRICIA H	04328-010-002	266,200	N		-611.35	209		CERT OF CORRECTION
AURILIO BRIAN S & ROBIN M	04328-010-003	264,700	N		-611.35	210		CERT OF CORRECTION
GROOMS JOHN R	04328-010-004	270,700	N		-611.35	211		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-005	50,000	N		-611.35	212		CERT OF CORRECTION
RAMBO LAWRENCE M SR	04328-010-006	260,100	N		-611.35	213		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-007	50,000	N		-611.35	214		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-008	50,000	N		-611.35	215		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-009	50,000	N		-611.35	216		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-010	50,000	N		-611.35	217		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
LEGACY PROPERTY DEVELOPMENT IN	04328-010-011	50,000	N		-611.35	218		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-012	50,000	N		-611.35	219		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-013	50,000	N		-611.35	220		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-014	50,000	N		-611.35	221		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-015	50,000	N		-611.35	222		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-016	50,000	N		-611.35	223		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-017	50,000	N		-611.35	224		CERT OF CORRECTION
MANNER & UON	04328-010-018	229,400	N		-611.35	225		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-019	50,000	N		-611.35	226		CERT OF CORRECTION
MAULDIN SHANNON A	04328-010-020	256,000	N		-611.35	227		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-021	50,000	N		-611.35	228		CERT OF CORRECTION
BLEDSOE JOHN RICHARD & ANGELE	04328-010-022	236,400	N		-611.35	229		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-023	50,000	N		-611.35	230		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-024	50,000	N		-611.35	231		CERT OF CORRECTION
GUPTA VIRENDRA & SANTOSH	04328-010-025	271,200	N		-611.35	232		CERT OF CORRECTION
SAGAS MICHAEL & ALISON	04328-010-026	268,900	N		-611.35	233		CERT OF CORRECTION
ROSENBOOM INC	04328-010-027	50,000	N		-611.35	234		CERT OF CORRECTION
ALL AMERICA HOMES OF GAINESVIL	04328-010-028	260,300	N		-611.35	235		CERT OF CORRECTION
GOSTON COREY & MINDY	04328-010-029	230,400	N		-611.35	236		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-030	50,000	N		-611.35	237		CERT OF CORRECTION
ALL AMERICA HOMES OF GAINESVIL	04328-010-031	306,000	N		-611.35	238		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-032	50,000	N		-611.35	239		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-033	50,000	N		-611.35	240		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-034	50,000	N		-611.35	241		CERT OF CORRECTION
TALLEN HOMES LLC	04328-010-035	244,500	N		-611.35	242		CERT OF CORRECTION
HOSKAVICH NICHOLAS A & JACQUEL	04328-010-036	50,000	N		-611.35	243		CERT OF CORRECTION
HOSKAVICH NICHOLAS A & JACQUEL	04328-010-036	50,000	N		-282.48	100112		CERT OF CORRECTION
FLETCHER GEORGE E & GLORIA W	04328-010-037	234,500	N		-611.35	244		CERT OF CORRECTION
SCHIPPER JAN K & RACHEL	04328-010-038	267,800	N		-611.35	245		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-039	50,000	N		-611.35	246		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-040	50,000	N		-611.35	247		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-041	50,000	N		-611.35	248		CERT OF CORRECTION
FLETCHER GEORGE E & GLORIA W	04328-010-042	245,300	N		-611.35	249		CERT OF CORRECTION
ENTERKIN JOHN & BARBARA	04328-010-043	235,300	N		-611.35	250		CERT OF CORRECTION
HASAN SHEIKH	04328-010-044	269,800	N		-611.35	251		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-045	50,000	N		-611.35	252		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-046	50,000	N		-611.35	253		CERT OF CORRECTION
TALLEN HOMES LLC	04328-010-047	310,700	N		-611.35	254		CERT OF CORRECTION
GREENSPAN JEFFREY S & MARCIA J	04328-010-048	288,700	N		-611.35	255		CERT OF CORRECTION
FOSTER BERRY J & DONNA M	04328-010-049	279,400	N		-611.35	256		CERT OF CORRECTION
DAVIS RAYNA B	04328-010-050	230,100	N		-611.35	257		CERT OF CORRECTION

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KOYYALAMUDI VEERANDRA & PUSHPA	04328-010-051	282,400	N		-611.35	258		CERT OF CORRECTION
LU & TIAN H/W	04328-010-052	263,400	N		-611.35	259		CERT OF CORRECTION
SPURLIN GABRIELLE	04328-010-053	50,000	N		-611.35	260		CERT OF CORRECTION
SPURLIN GABRIELLE	04328-010-054	255,390	N		-611.35	261		CERT OF CORRECTION
SPURLIN GABRIELLE	04328-010-055	50,000	N		-611.35	262		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-056	50,000	N		-611.35	263		CERT OF CORRECTION
LEGACY PROPERTY DEVELOPMENT IN	04328-010-057	50,000	N		-611.35	264		CERT OF CORRECTION
RODRIGUEZ LEONARDO & DAMARIS	04328-010-058	246,800	N		-611.35	265		CERT OF CORRECTION
WEST END GOLF CLUB INC	04333-001-000	401,000	N		-3,970.23	436		CERT OF CORRECTION
REYES ANGEL I & IVETTE RAMOS	04333-070-180	507,310	N		-1,949.35	638		CERT OF CORRECTION
HOWE DEVELOPMENT CORPORATION	04333-111-284	61,200	N		-83.04	302		CERT OF CORRECTION
WILSON ELSIE M TRUSTEE	04333-200-017	62,640	N		-115.11	539		CERT OF CORRECTION
HILGENDORF BETTY G	04337-049-000	141,700	N		-443.78	100115		CERT OF CORRECTION
HILGENDORF BETTY G	04337-049-000	141,700	N	386.00		100115		CERT OF CORRECTION
BURKET JAMES P & JUDITH A	04338-010-009	263,800	N		-611.35	811		CERT OF CORRECTION
RUSIECKI MARY K	04338-010-053	349,100	N		-1,144.24	808		CERT OF CORRECTION
CURTIS COMMERCIAL & INDUSTRIAL	04341-000-000	1,365,000	N		-8,013.09	440		CERT OF CORRECTION
PINNACLE TOWERS INC	04341-003-000	158,900	N		-36.44	100209		CERT OF CORRECTION
CURTIS COMMERCIAL & INDUSTRIAL	04341-012-000	346,100	N	7,984.28		441		CERT OF CORRECTION
PJDJ INC	04344-001-000	1,400	N		-4,623.09	461		CERT OF CORRECTION
14145 WEST NEWBERRY LLC	04344-001-003	762,500	N		-10,535.75	574		CERT OF CORRECTION
EQUILEASE PARK INC	04344-005-000	1,091,500	N		-6,293.30	517		CERT OF CORRECTION
NUTT BARBARA	04346-005-001	25,000	N		-576.74	291		CERT OF CORRECTION
WASIK MICHAEL P & SALLY J	04422-010-003	455,300	N		-265.35	100079		CERT OF CORRECTION
WASIK MICHAEL P & SALLY J	04422-010-003	455,300	N	366.41		100079		CERT OF CORRECTION
MUELLER DONALD G & ELIZABETH A	04422-010-030	396,200	N		-265.35	100090		CERT OF CORRECTION
MUELLER DONALD G & ELIZABETH A	04422-010-030	396,200	N	366.41		100090		CERT OF CORRECTION
PUGH MERRILL	04422-020-003	548,010	N		-957.37	813		CERT OF CORRECTION
MCNEELY SHARON MADRY TRUSTEE	04427-010-007	581,200	N	925.80		891		CERT OF CORRECTION
HUNT FLOYD DAVIS	04460-000-000	159,300	N		-925.80	16		CERT OF CORRECTION
YOUNG JOE N HEIRS	04540-000-000	127,300	N		-2,118.25	755		CERT OF CORRECTION
BROOKS WESLEY	04584-010-003	33,100	N		-152.06	10913		CERT OF CORRECTION
CHAFFIN & DOW & RHODES	04607-001-000	253,700	N	5,852.68		422		CERT OF CORRECTION
COPELAND & COPELAND & COPELAND	04623-010-005	153,300	N	333.70		407		CERT OF CORRECTION
ZIFFER JUDITH MEREDITH	04624-100-014	163,300	N		-227.68	538		CERT OF CORRECTION
SIMONS JOHN W & LITA M	04626-001-001	74,090	N		-152.06	10927		CERT OF CORRECTION
SLYSOFSKI ARLENE R TRUSTEE	04626-002-026	198,200	N		-152.06	100069		CERT OF CORRECTION
PEREA HOLLY ANN	04626-002-056	71,060	N		-152.06	10930		CERT OF CORRECTION
SKIPPER JAMES & FRANCES	04630-003-001	8,100	N		-152.06	100109		CERT OF CORRECTION
CRAWFORD & CRAWFORD & CRAWFORD	04634-000-000	58,150	N		-340.28	401		CERT OF CORRECTION
NICHOLSON & DAYS	04676-000-000	42,570	N		-152.06	10905		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
MCGOWAN SONYA M	04696-010-009	54,140	N		-17.13	109630		CERT OF CORRECTION
ROBINSON NED HEIRS	04702-001-007	18,200	N	503.36		193		CERT OF CORRECTION
MARTIN & MARTIN TRUSTEE	04748-000-000	189,800	N	705.26		402		CERT OF CORRECTION
HELLMAN H L	04786-000-000	94,600	N		-306.99	428		CERT OF CORRECTION
BUDA DENNIS	04859-000-000	154,400	N		-779.93	573		CERT OF CORRECTION
NELSON MARY L HEIRS	05045-026-000	47,500	N	1,178.19		132		CERT OF CORRECTION
STEWART MARYLAND LIFE ESTATE	05105-007-001	48,830	N		-152.06	10943		CERT OF CORRECTION
LILLIE EMMA	05123-010-002	40,600	N		-152.06	10945		CERT OF CORRECTION
FERNANDEZ DAVID & CASSIE	05153-000-000	66,600	N		-152.06	100167		CERT OF CORRECTION
ERICKSON WILLIAM J	05249-032-000	69,000	N		-1,743.85	0	L	LI - LITIGATION
ERICKSON WILLIAM J & MINERVA Q	05249-032-001	151,220	N		-2,714.81	0	L	LI - LITIGATION
HUNT & WILLIAMS W/H	05277-000-000	236,630	N		-715.16	492		CERT OF CORRECTION
DALLAS RUDOLPH & RHONDA C	05290-002-001	1,700	N	39.22		69		CERT OF CORRECTION
ALACHUA COUNTY & SUWANNEE RIVE	05294-000-000	103,600	N		-866.25	948		CERT OF CORRECTION
MCCRATER THOMAS R SR & ELLA N	05308-001-006	125,800	N		-152.06	100070		CERT OF CORRECTION
CAMPBELL & GRANT	05427-002-000	70,890	N		-152.06	10951		CERT OF CORRECTION
BROWN SERVERA EDWARDS	05494-000-000	53,800	N		-427.76	100003		CERT OF CORRECTION
BROWN SERVERA EDWARDS	05494-000-000	53,800	N	11.98		100003		CERT OF CORRECTION
BROWN SERVERA EDWARDS	05494-000-000	53,800	N	152.06		100004		CERT OF CORRECTION
JONES FELIX L	05540-000-000	33,600	N		-152.06	100093		CERT OF CORRECTION
DAMPIER WILLIAM H	05542-001-000	33,740	N		-152.06	10901		CERT OF CORRECTION
FULCHER ELLA MAE	05716-002-001	14,500	N		-152.06	10907		CERT OF CORRECTION
ALLEN & JOHNSON	05719-002-000	23,200	N		-152.06	10948		CERT OF CORRECTION
WELCOME ANNA	05724-000-000	38,100	N		-152.06	10950		CERT OF CORRECTION
BEZESKY PRUDENCE	05812-000-000	0	N		-364.51	599		CERT OF CORRECTION
SEVERANCE DIANNE L	05882-010-018	137,400	N	1,436.09		906		CERT OF CORRECTION
BALL & CLARK II	05882-010-050	27,900	N		-112.48	100126		CERT OF CORRECTION
BALL & CLARK II	05882-010-050	27,900	N	112.48		100126		TAX COLLECTOR CORR
PLANTATION OAKS GC INC	05900-002-003	1,562,300	N		-8,024.34	439		CERT OF CORRECTION
PLANTATION OAKS GC INC	05900-002-027	35,000	N		-1,005.87	472		CERT OF CORRECTION
PLANTATION OAKS GC INC	05900-002-028	35,000	N		-1,005.87	471		CERT OF CORRECTION
ANGELL ALICE P	05900-007-008	125,100	N	2,054.14		413		CERT OF CORRECTION
RZEPECKI & RZEPECKI	05918-028-000	133,400	N		-227.68	537		CERT OF CORRECTION
WEBSTER JACQUELINE L	05921-020-021	175,500	N	1,029.68		133		CERT OF CORRECTION
SAMPSON MAUNA LOA TEMPLETON	05936-010-012	221,200	N		-4,244.78	473		CERT OF CORRECTION
ALACHUA COUNTY	05950-000-000	72,000	N		-1,736.47	889		CERT OF CORRECTION
ALACHUA COUNTY	05953-000-000	60,000	N		-1,447.15	887		CERT OF CORRECTION
ALACHUA COUNTY	05953-001-000	125,000	N		-3,024.41	888		CERT OF CORRECTION
WERSHOW J F	05963-000-000	135,700	N		-1,630.99	469		CERT OF CORRECTION
ASKERA MARY ANN	05977-234-000	42,600	N		-115.84	19		CERT OF CORRECTION
KNUTH JOHN L	05977-313-000	43,100	N		-115.84	32		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
CHRISTOPHER CORP (THE)	05978-001-000	491,200	N		-1,717.54	572		CERT OF CORRECTION
CHRISTOPHER CORP (THE)	05978-003-000	295,700	N		-1,742.68	571		CERT OF CORRECTION
LEHMAN C IRENE B TRUSTEE	05979-064-000	111,700	N	1,550.09		200		CERT OF CORRECTION
BEYERS & BEYERS TRUSTEES	05979-081-000	93,000	N	1,477.31		649		CERT OF CORRECTION
HUGHES MARLENE K	05985-430-000	89,200	N		-115.84	60		CERT OF CORRECTION
JOHNS VIRGINIA H	05986-000-000	248,900	N		-307.80	452428		CERT OF CORRECTION
COLEMAN & JOHNS & JOHNS LIFE E	05986-001-000	47,900	N		-35.21	452429		CERT OF CORRECTION
RATTLESNAKE RANCH INC	05987-000-000	26,900	N		-53.06	452431		CERT OF CORRECTION
RATTLESNAKE RANCH INC	05987-001-000	13,100	N		-60.36	452430		CERT OF CORRECTION
BLUES CREEK DEV	06006-002-000	100	N		-2.39	0		UNDER MINIMUM
BLUES CREEK DEV	06006-002-000	100	N		-987.13	980		CERT OF CORRECTION
ALVAREZ MARIA E	06006-067-210	132,800	N	967.40		622		CERT OF CORRECTION
CONRAD JEAN H HEIRS	06006-621-036	121,700	N	1,265.92		176		CERT OF CORRECTION
FORBES-MARLER & FORBES	06014-010-028	123,830	N		-1,941.84	754		CERT OF CORRECTION
ERICKSON EUGENIE	06014-013-007	88,320	N		-154.46	63		CERT OF CORRECTION
HOLLOWAY W M & SUSAN	06014-020-061	90,030	N		-334.90	128		CERT OF CORRECTION
HOLLOWAY W M & SUSAN	06014-020-061	90,030	N			128		CERT OF CORRECTION
GILL AGNES A	06014-020-084	85,090	N		-115.84	20		CERT OF CORRECTION
CARROLL BETTYE HEIRS	06014-022-007	116,100	N	2,139.33		189		CERT OF CORRECTION
WIGGINS CHRISTOPHER E & ANA A	06014-026-058	93,010	N		-115.84	52		CERT OF CORRECTION
PINEWOOD GAINESVILLE LLC	06014-304-000	369,700	N		-377.18	639		CERT OF CORRECTION
PINEWOOD GAINESVILLE LLC	06014-304-000	369,700	N		-8,979.68	515		CERT OF CORRECTION
GAINESVILLE CARPET & FLOORING	06014-304-001	609,800	N	8,979.68		516		CERT OF CORRECTION
HOBSON ELIZABETH S	06015-220-070	84,930	N		-2,245.99	117		CERT OF CORRECTION
DONNELLY ANNE ELIZABETH LIFE E	06023-030-066	122,150	N		-644.80	301		CERT OF CORRECTION
GOODWIN RAYMOND	06048-010-028	130,200	N		-924.59	772		CERT OF CORRECTION
SCHNEIDER & SCHNEIDER-WEWER H/	06054-020-090	359,800	N		-265.35	100015		CERT OF CORRECTION
SCHNEIDER & SCHNEIDER-WEWER H/	06054-020-090	359,800	N	167.88		100015		CERT OF CORRECTION
GUELMANN & NOTZER-GUELMANN H/W	06059-060-009	295,100	N		-458.59	452427		CERT OF CORRECTION
LAMASON GLADYS F	06067-020-075	133,050	N		-1,626.38	655		CERT OF CORRECTION
HUNTER JANET C	06072-010-053	118,270	N		-1,617.20	409		CERT OF CORRECTION
COX DENNIS W & BARBARA A	06076-200-056	65,170	N		-115.84	33		CERT OF CORRECTION
GAINEY STEPHANIE A	06081-010-001	108,100	N	966.19		175		CERT OF CORRECTION
JARAMILLO LEONEL	06082-010-078	96,300	N		-966.19	400		CERT OF CORRECTION
PUZIO ROBERT PAUL	06082-053-000	118,300	N		-115.84	51		CERT OF CORRECTION
PUZIO ROBERT PAUL	06082-053-000	118,300	N		-17.13	10904		CERT OF CORRECTION
WIGGLESWORTH LORETA A	06095-006-023	140,300	N	966.19		641		CERT OF CORRECTION
LOPUCKI ANTHONY T	06106-002-000	219,000	N		-322.02	120		CERT OF CORRECTION
CONGREGATE CARE ASSET III LTD	06108-002-000	13,530,000	N		-47,276.65	570		CERT OF CORRECTION
HIGH ANITA LOUISE	06109-032-000	84,850	N		-154.46	58		CERT OF CORRECTION
MOORE & MOORE & MOORE	06124-001-026	133,300	N	1,761.12		650		CERT OF CORRECTION

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BOTERO & CARRICO W/H	06155-001-021	102,940	N		-1,753.29	710		CERT OF CORRECTION
ALLEN MARY	06172-018-000	114,070	N		-265.35	100075		CERT OF CORRECTION
ALLEN MARY	06172-018-000	114,070	N	366.41		100075		CERT OF CORRECTION
BROWN TIMOTHY	06173-023-000	114,300	N	366.41		100117		CERT OF CORRECTION
BROWN TIMOTHY	06173-023-000	114,300	N		-265.35	100117		CERT OF CORRECTION
CLARK & JONES & JOHNSON ET AL	06178-015-000	54,100	N		-282.48	100019		CERT OF CORRECTION
MCKINNEY G WILSON TRUSTEE	06195-003-000	629,600	N		-9,932.49	452423		CERT OF CORRECTION
SANTA FE POINTE LTD	06230-027-001	10,633,100	N		-31,521.22	438		CERT OF CORRECTION
BEVIS CYNTHIA C	06230-101-002	73,500	N	903.69		867		CERT OF CORRECTION
HANSEN & HANSEN	06234-020-046	147,200	N	924.59		792		CERT OF CORRECTION
BUFF JOYCE A	06234-230-029	138,600	N		-227.68	202		CERT OF CORRECTION
OYMAYAN AVO JOHNI	06304-100-020	54,500	N		-2,765.43	452608		CERT OF CORRECTION
HENDERSON & HENDERSON	06321-010-001	130,100	N		-924.59	116		CERT OF CORRECTION
RRC FL THREE INC	06331-046-000	3,933,200	N		-10,273.54	485		CERT OF CORRECTION
GAIN CAPITAL LLC	06336-001-002	1,193,700	N		-10,209.02	494		CERT OF CORRECTION
RC MOB LLC	06340-022-000	465,500	N		-3,705.72	311		CERT OF CORRECTION
BATY MONICKA A	06355-003-000	58,260	N		-115.84	24		CERT OF CORRECTION
SUNTRUST BANK TRUSTEE	06355-004-000	88,300	N		-966.19	124		CERT OF CORRECTION
WYMAN JOHN TRUSTEE	06375-100-020	204,690	N	2,609.17		602		CERT OF CORRECTION
WYMAN JOHN TRUSTEE	06375-100-020	204,690	N		-2,609.17	714		CERT OF CORRECTION
STRUBE & STRUBE	06386-010-042	112,600	N	966.19		699		CERT OF CORRECTION
HINES BRENDA	06390-010-000	58,880	N		-115.84	38		CERT OF CORRECTION
PICKERING C J	06391-063-000	130,800	N		-288.43	452422		CERT OF CORRECTION
OPUDA ANNE C	06400-069-000	111,530	N		-1,508.32	123		CERT OF CORRECTION
HENRY-HETTEL JOYCE	06402-025-000	82,180	N		-115.84	23		CERT OF CORRECTION
THOMPSON JESSICA L	06402-039-000	156,100	N	966.19		630		CERT OF CORRECTION
SCHENCK ELEANOR M TRUSTEE	06407-021-000	141,450	N		-193.07	36		CERT OF CORRECTION
JERNIGAN & JERNIGAN	06410-021-000	101,400	N	1,722.77		131		CERT OF CORRECTION
BEVIS GERALD C & KATHY L	06410-022-000	26,200	N		-115.84	661		CERT OF CORRECTION
FLOYD S WAYNE	06415-020-002	149,700	N		-2,382.94	815		CERT OF CORRECTION
FLOYD S WAYNE	06415-020-005	149,700	N		-2,382.94	816		CERT OF CORRECTION
WITHERS RICHARD I	06415-020-008	161,580	N		-2,572.05	817		CERT OF CORRECTION
BRASINGTON-CRAPPS & CRAPPS	06415-020-017	55,400	N		-2,516.81	467		CERT OF CORRECTION
FLOYD ERNISTINE J	06415-020-022	161,580	N		-2,572.05	818		CERT OF CORRECTION
GREENBRIAR TERRACE II LLC	06415-020-024	161,580	N		-2,572.05	819		CERT OF CORRECTION
GREENBRIAR TERRACE II LLC	06415-020-025	161,580	N		-2,572.05	820		CERT OF CORRECTION
GREENBRIAR TERRACE LLC	06415-020-026	154,440	N		-2,458.38	821		CERT OF CORRECTION
ALLEN ELIZABETH	06460-025-000	127,350	N		-2,918.98	203		CERT OF CORRECTION
INFANTE NORA BEATRIZ	06460-061-000	142,900	N		-966.19	869		CERT OF CORRECTION
SALTMARSH & SALTMARSH III	06463-021-000	327,200	N	966.19		629		CERT OF CORRECTION
BOAZ MICHAEL O & MARYANNE	06470-003-000	151,700	N		-265.04	452603		CERT OF CORRECTION

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JONES JUDITH R	06481-004-000	88,660	N		-154.46	46		CERT OF CORRECTION
BAULDREE EVELYN HEIRS	06482-065-000	103,900	N	1,757.86		712		CERT OF CORRECTION
CAIN & CAIN	06488-010-016	139,500	N	1,102.77		696		CERT OF CORRECTION
EQUILEASE AT CREEKSIDE INC	06513-000-000	1,689,000	N		-1,485.16	488		CERT OF CORRECTION
LEILICH R E HEIRS	06525-006-000	162,400	N	2,420.77		624		CERT OF CORRECTION
RBC BANK	06544-201-101	862,500	N		-1,439.79	491		CERT OF CORRECTION
HUSZAR & HUSZAR ET AL	06549-011-000	118,500	N		-154.46	62		CERT OF CORRECTION
HANNA NABIL S & HALA F	06579-052-019	116,600	N	966.19		609		CERT OF CORRECTION
GAINESVILLE GROUP LTD PARTNERS	06654-000-000	795,600	N		-3,908.47	484		CERT OF CORRECTION
OAKS MALL GAINESVILLE LTD	06655-005-011	1,033,300	N		-7,024.64	481		CERT OF CORRECTION
OAKS SQUARE JOINT VENTURE	06655-018-000	10,373,800	N		-26,778.17	205		CERT OF CORRECTION
FARMLAND PROPERTIES INC	06655-060-012	100,500	N		-3,068.32	100005		CERT OF CORRECTION
FARMLAND PROPERTIES INC	06655-060-012	100,500	N	126.72		100005		CERT OF CORRECTION
SARKIS INVESTMENTS LLC	06655-215-004	165,800	N		-904.95	315		CERT OF CORRECTION
JOHANSEN RICHARD A	06655-217-005	99,400	N		-339.05	308		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-001	771,300	N	15,018.56		851		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-002	0	N		-2,756.21	852		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-002	0	N		-383.54	100141		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-003	0	N		-2,756.21	853		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-003	0	N		-383.54	100142		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-004	0	N		-383.54	100143		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-004	0	N		-2,756.21	854		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-005	0	N		-2,756.21	855		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-005	0	N		-383.54	100144		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-006	0	N		-2,756.21	856		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-006	0	N		-383.54	100145		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-007	0	N		-2,756.21	857		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-007	0	N		-383.54	100146		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-008	0	N		-2,756.21	858		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-008	0	N		-383.54	100147		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-009	0	N		-2,756.21	859		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-009	0	N		-383.54	100148		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-010	0	N		-2,756.21	860		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-010	0	N		-383.54	100149		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-011	0	N		-2,756.21	861		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-011	0	N		-383.54	100150		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-012	0	N		-2,756.21	862		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-012	0	N		-383.54	100152		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-013	0	N		-2,756.21	863		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-013	0	N		-383.54	100153		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-014	0	N		-2,756.21	864		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
INFINITY REALTY & DEVELOPMENT	06655-300-014	0	N		-383.54	100154		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-015	0	N		-2,756.21	865		CERT OF CORRECTION
INFINITY REALTY & DEVELOPMENT	06655-300-015	0	N		-383.54	100155		CERT OF CORRECTION
WILSON STEPHEN C & DONNA NEWMA	06655-300-016	51,400	N		-1,571.68	866		CERT OF CORRECTION
RATANOTHAYANON & RATANOTHAYANO	06655-501-001	72,000	N	882.78		698		CERT OF CORRECTION
CEDAR RIDGE APARTMENTS LLC	06655-615-001	257,600	N	5,212.82		465		CERT OF CORRECTION
DOSHI ENTERPRISES INC	06656-002-001	1,007,000	N		-2,864.52	569		CERT OF CORRECTION
SPICELAND DEBORAH R	06656-700-025	83,870	N		-185.01	10931		CERT OF CORRECTION
MILLER SHIRLEY M	06657-050-036	123,120	N		-219.93	10956		CERT OF CORRECTION
GIBBONS WILLIAM JR & SANDRA KA	06664-000-000	137,980	N	17.13		100185		CERT OF CORRECTION
GIBBONS WILLIAM JR & SANDRA KA	06664-000-000	137,980	N	265.35		100185		CERT OF CORRECTION
CASTILLO RICARDO R & TATIANA	06668-020-001	102,300	N		-265.35	100078		CERT OF CORRECTION
CASTILLO RICARDO R & TATIANA	06668-020-001	102,300	N	366.41		100078		CERT OF CORRECTION
PAULSON AMBER	06668-020-005	102,700	N		-265.35	100071		CERT OF CORRECTION
PAULSON AMBER	06668-020-005	102,700	N	366.41		100071		CERT OF CORRECTION
ATEYAH & EL-MAHDAWY & EL-MAHDA	06672-400-212	260,200	N	1,533.88		162		CERT OF CORRECTION
CUMMINGS AISHA R	06677-100-025	159,600	N	966.19		893		CERT OF CORRECTION
MENG CHRISTOPHER LLOYD	06678-010-032	119,400	N		-265.35	100072		CERT OF CORRECTION
MENG CHRISTOPHER LLOYD	06678-010-032	119,400	N	366.41		100072		CERT OF CORRECTION
HICKOX TRACEY LYNNE	06678-015-016	94,200	N		-265.35	100073		CERT OF CORRECTION
HICKOX TRACEY LYNNE	06678-015-016	94,200	N	366.41		100073		CERT OF CORRECTION
PEEK HELEN	06678-050-023	30,270	N		-282.48	10967		CERT OF CORRECTION
JACKSON PATRICK	06678-100-033	41,400	N		-576.14	907		CERT OF CORRECTION
GLENMONT ARLINGTON BILTMORE LL	06680-001-001	13,864,400	N	312,541.69		432		CERT OF CORRECTION
GLENMONT ARLINGTON BILTMORE LL	06680-001-001	13,864,400	N	5,186.90		585		CERT OF CORRECTION
LEGACY FOUNTAINS LLC	06680-003-000	254,800	N		-7,676.49	925		CERT OF CORRECTION
LEGACY FOUNTAINS LLC	06680-003-001	2,600	N		-4,911.52	924		CERT OF CORRECTION
ELPF GAINESVILLE LLC & LIC GAI	06680-022-000	17,907,800	N		-16,745.01	556		CERT OF CORRECTION
ELPF GAINESVILLE LLC & LIC GAI	06680-022-000	17,907,800	N		-1,360.82	114		CERT OF CORRECTION
ELPF GAINESVILLE LLC & LIC GAI	06680-023-000	16,020,200	N		-15,059.29	555		CERT OF CORRECTION
ELPF GAINESVILLE LLC & LIC GAI	06680-023-000	16,020,200	N		-849.60	115		CERT OF CORRECTION
PARTRIDGE MICHAEL & ARLEEN	06681-087-000	179,700	N		-265.35	100080		CERT OF CORRECTION
PARTRIDGE MICHAEL & ARLEEN	06681-087-000	179,700	N	366.41		100080		CERT OF CORRECTION
O'GRADY & O'GRADY	06686-007-000	74,600	N	960.27		550		CERT OF CORRECTION
HALIM & HALIM & HALIM & HARAEE	06701-112-000	83,200	N		-2,038.11	0	L	LI - LITIGATION
SILVERA GREGORY & STACEY R	06724-103-301	93,500	N	966.19		608		CERT OF CORRECTION
REYNOLDS WADE P	06742-030-001	82,100	N		-754.52	452413		CERT OF CORRECTION
SANCHEZ & SANCHEZ	06742-030-002	82,100	N		-754.52	452414		CERT OF CORRECTION
LAW & LAW	06742-030-003	82,100	N		-754.52	452415		CERT OF CORRECTION
WHIDDON ANN DUONG	06742-030-004	82,100	N		-754.52	452416		CERT OF CORRECTION
CHEN INGRID C	06742-030-005	81,000	N		-747.34	452417		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
TAYLOR MICHAEL W	06742-030-006	81,000	N		-747.34	452418		CERT OF CORRECTION
SAANVI LLC	06742-030-007	81,000	N		-747.34	452419		CERT OF CORRECTION
SAANVI LLC	06742-030-008	81,000	N		-747.34	452420		CERT OF CORRECTION
BILTMORE CORPORATION OF GAINES	06745-002-000	53,000	N		-329,776.18	430		CERT OF CORRECTION
BILTMORE CORPORATION OF GAINES	06745-002-000	53,000	N		-5,186.90	584		CERT OF CORRECTION
GLENMONT ARLINGTON BILTMORE LL	06745-002-006	100	N		-10,455.79	431		CERT OF CORRECTION
BANKS E G	06771-001-000	717,700	N		-5,038.07	480		CERT OF CORRECTION
HANSELMAN & KUNDRAT JR & NISSE	06783-001-000	994,500	N		-6,587.70	782		CERT OF CORRECTION
STEIN & STEIN TRUSTEES	06797-018-001	145,100	N		-17.13	100082		CERT OF CORRECTION
PALMETTO HOSPITALITY OF GAINES	06800-001-000	2,639,300	N		-8,686.50	568		CERT OF CORRECTION
DURGA HOTELS LLC	06800-003-001	909,200	N		-15,455.64	567		CERT OF CORRECTION
JAI SACHCHIDANAND HOSPITALITY	06800-006-000	2,302,200	N		-31,535.05	466		CERT OF CORRECTION
W2007 EQUITY INNS REALTY LLC	06800-014-000	2,310,400	N		-15,847.25	566		CERT OF CORRECTION
PATEL SUMANT P & CHARU S	06800-028-000	358,800	N		-3,369.06	477		CERT OF CORRECTION
PATEL SUMANT P & CHARU S	06800-030-000	393,100	N		-1,728.70	474		CERT OF CORRECTION
ELIOT PROPERTIES	06809-001-000	7,576,000	N		-40,087.27	479		CERT OF CORRECTION
BUTLER DEVELOPMENT COMPANY LLC	06810-002-005	278,900	N		-305.47	100086		CERT OF CORRECTION
WACHOVIA BANK NA	06812-009-000	861,700	N		-3,197.15	482		CERT OF CORRECTION
SPINUZZI PAMELA J	06819-020-028	126,500	N		-227.68	536		CERT OF CORRECTION
BELLAMAY GRAND LLC	06838-000-000	12,789,300	N		-34,524.02	565		CERT OF CORRECTION
SMITH DAVID W & NANCY L	06849-003-035	355,500	N		-2,523.45	452610		CERT OF CORRECTION
TOWER 24 LLC	06850-028-049	861,000	N		-762.79	433		CERT OF CORRECTION
TOWER 24 LLC	06850-028-052	758,700	N		-8,411.50	594		CERT OF CORRECTION
HAILE NORTH LIMITED	06852-001-000	100	N		-4,597.52	923		CERT OF CORRECTION
HAILE NORTH LIMITED	06852-001-000	100	N		-2.30	0		UNDER MINIMUM
HPG L C	06852-004-000	123,400	N		-659.08	552		CERT OF CORRECTION
HPG L C	06853-002-000	312,300	N		-825.02	554		CERT OF CORRECTION
HPG L C	06853-004-000	1,811,500	N		-7,084.09	553		CERT OF CORRECTION
FOREMAN ANTONINA GABRIELLE	06855-050-026	115,160	N		-219.93	10910		CERT OF CORRECTION
NESMITH KIMBERLY S TRUSTEE	06857-002-050	80,650	N		-1,407.39	753		CERT OF CORRECTION
SHARIFI ABBAS	06858-010-012	139,010	N		-282.48	10924		CERT OF CORRECTION
REISMAN DAVID & MELISSA	06860-090-055	332,400	N		-924.59	403		CERT OF CORRECTION
DARBY BEREE R	06860-261-003	266,180	N		-265.35	100181		CERT OF CORRECTION
DARBY BEREE R	06860-261-003	266,180	N	265.35		100081		CERT OF CORRECTION
DARBY BEREE R	06860-261-003	266,180	N		-202.80	100081		CERT OF CORRECTION
DARBY BEREE R	06860-261-003	266,180	N	202.80		100181		CERT OF CORRECTION
TAYLOR ROSEMARY	06878-032-001	113,500	N		-282.48	10939		CERT OF CORRECTION
MARCO VEGA EVANGELISTIC MINIST	06879-010-030	248,200	N		-5,004.84	902		CERT OF CORRECTION
BATH E J	06886-003-000	127,100	N		-474.73	595		CERT OF CORRECTION
LAFUENTE DIVA	06890-005-000	37,500	N		-282.48	10928		CERT OF CORRECTION
MCANALLY MARIE C	06890-007-000	29,700	N		-282.48	10947		CERT OF CORRECTION

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CARUSO LAWRENCE R JR LIFE ESTA	06890-020-000	17,680	N		-152.06	10923		CERT OF CORRECTION
STILTNER GARY LYNN	06890-041-000	23,000	N	530.03		581		CERT OF CORRECTION
GAITANIS ROBERT L	06890-100-000	17,000	N		-219.93	100047		CERT OF CORRECTION
BATH ERIC J	06908-011-000	125,500	N		-456.30	596		CERT OF CORRECTION
BATH ERIC J	06908-012-000	125,500	N		-456.30	597		CERT OF CORRECTION
DENSON & HERNDON ET AL	06949-000-000	200,700	N		-202.80	100205		CERT OF CORRECTION
DENSON & HERNDON ET AL	06949-000-000	200,700	N	17.13		100205		CERT OF CORRECTION
KELLY I E & IRENE	06990-001-003	46,500	N		-23.05	125		CERT OF CORRECTION
WILLIAMS ANNIE L	07000-006-000	54,000	N		-282.48	10909		CERT OF CORRECTION
FERGUSON ALBERT A C	07008-002-000	17,400	N	400.98		633		CERT OF CORRECTION
FERGUSON ALBERT A C	07008-002-000	17,400	N		-282.48	100170		CERT OF CORRECTION
RHODES JOHN S & STANCIE C	07061-020-010	186,600	N	924.59		610		CERT OF CORRECTION
LAKE SURPRISE WATERWAYS INC	07075-050-005	21,500	N		-265.35	100116		CERT OF CORRECTION
LAKE SURPRISE WATERWAYS INC	07075-050-005	21,500	N	366.41		100116		CERT OF CORRECTION
ROSE CARL & LUCILLE	07080-004-000	8,000	N		-282.48	100173		CERT OF CORRECTION
RUBY GLORY K	07098-306-281	86,850	N		-310.41	534		CERT OF CORRECTION
GAINESVILLE GOLF & COUNTRY CLU	07143-003-000	2,705,400	N		-10,084.58	551		CERT OF CORRECTION
DONOVAN EUNICE B	07143-020-016	172,410	N	1,276.95		127		CERT OF CORRECTION
DONOVAN EUNICE B	07143-020-016	172,410	N		-1,276.95	740		CERT OF CORRECTION
HENDERSON THOMAS F & GLORIA V	07154-001-000	119,900	N		-751.28	452432		CERT OF CORRECTION
TRYON CAROLYN O	07178-001-000	132,100	N	924.59		880		CERT OF CORRECTION
EQUILEASE SOUTH INC	07240-001-012	1,035,000	N		-2,416.37	487		CERT OF CORRECTION
RBC BANK	07240-001-024	662,400	N		-499.04	490		CERT OF CORRECTION
SCI GATEWAY AT CLUB FUND I LLC	07240-012-000	17,428,900	N		-62,302.52	564		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-001	490,400	N		-44.12	682		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-001	490,400	N	9,452.95		502		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-001	490,400	N	617.68		682		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-001	490,400	N	205.92		100094		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-002	0	N		-44.12	683		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-002	0	N		-2,256.40	503		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-002	0	N		-15.84	100095		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-003	0	N		-2,256.40	504		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-003	0	N		-44.12	684		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-003	0	N		-15.84	100096		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-004	0	N		-44.12	685		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-004	0	N		-2,256.40	505		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-004	0	N		-15.84	100097		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-005	0	N		-44.12	686		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-005	0	N		-15.84	100098		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-005	0	N		-2,256.40	830		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-006	0	N		-2,256.40	506		CERT OF CORRECTION

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EDIX INVESTMENTS INC	07240-018-006	0	N		-44.12	687		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-006	0	N		-15.84	100099		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-007	0	N		-2,256.40	507		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-007	0	N		-44.12	688		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-007	0	N		-15.84	100100		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-008	0	N		-15.84	100101		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-008	0	N		-2,256.40	508		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-008	0	N		-44.12	689		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-009	0	N		-44.12	690		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-009	0	N		-2,256.40	509		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-009	0	N		-15.84	100102		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-010	0	N		-2,256.40	510		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-010	0	N		-44.12	691		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-010	0	N		-15.84	100103		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-011	0	N		-2,256.40	511		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-011	0	N		-44.12	692		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-011	0	N		-15.84	100104		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-012	0	N		-44.12	693		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-012	0	N		-2,256.40	512		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-012	0	N		-15.84	100105		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-013	0	N		-44.12	694		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-013	0	N		-2,256.40	513		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-013	0	N		-15.84	100106		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-014	0	N		-44.12	695		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-014	0	N		-2,256.40	514		CERT OF CORRECTION
EDIX INVESTMENTS INC	07240-018-014	0	N		-15.84	100107		CERT OF CORRECTION
SCI GATEWAY AT GLADES FUND 1 L	07240-029-000	7,545,000	N		-26,548.95	563		CERT OF CORRECTION
BAREFOOT & BAREFOOT	07240-050-610	91,500	N	966.19		871		CERT OF CORRECTION
D-YOUNG'S INCORPORATED	07252-003-000	226,800	N		-4,231.10	206		CERT OF CORRECTION
FJD REALVESTMENT LLC	07256-004-000	71,400	N		-1,686.92	318		CERT OF CORRECTION
KING CLAUDE	07270-000-000	58,100	N	962.60		188		CERT OF CORRECTION
HINES & HINES	07294-201-128	98,000	N	966.19		713		CERT OF CORRECTION
DIEKMANN FRANK J & VALERIE G	07330-000-000	188,230	N	3,836.33		167		CERT OF CORRECTION
DIEKMANN FRANK J & VALERIE G	07330-000-000	188,230	N		-3,836.33	399		CERT OF CORRECTION
MEADOWS OF KANAPAHA OWNERSHIP	07349-100-000	100	N		-282.48	100208		CERT OF CORRECTION
MEADOWS OF KANAPAHA OWNERSHIP	07349-100-000	100	N		-2.32	0		UNDER MINIMUM
DAYTON BRUCE E HEIRS	07350-015-020	44,700	N	576.14		129		CERT OF CORRECTION
DE NICOLA & BLANKE	07350-016-019	39,400	N		-219.93	10912		CERT OF CORRECTION
BLAYLOCK CAROL A	07350-018-003	36,770	N		-282.48	10916		CERT OF CORRECTION
DELVO MARISOL D	07350-042-054	136,400	N	924.59		177		CERT OF CORRECTION
LOPEZ & YOWELL W/H	07354-005-001	232,470	N		-2,012.53	204		CERT OF CORRECTION

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INMAN & INMAN TRUSTEES	07357-001-000	303,150	N		-805.43	780		CERT OF CORRECTION
INMAN & INMAN TRUSTEES	07357-001-000	303,150	N		-783.31	781		CERT OF CORRECTION
INMAN & INMAN TRUSTEES	07357-001-000	303,150	N		-449.61	910		CERT OF CORRECTION
XIA & ZHU H/W	07399-011-007	856,700	N		-1,037.02	741		CERT OF CORRECTION
HUTCHINSON DEANNA E	07399-011-008	135,200	N		-935.63	742		CERT OF CORRECTION
MILFORD JEFFREY SHANE & COURTN	07399-020-021	167,900	N		-2,000.32	743		CERT OF CORRECTION
GERARDI GERALD JOHN	07408-102-005	37,280	N		-282.48	10911		CERT OF CORRECTION
COLLISON ROBIN	07435-001-001	74,000	N		-135.96	429		CERT OF CORRECTION
PERRY ERNESTINE	07501-002-004	40,370	N		-152.06	10933		CERT OF CORRECTION
IRVING ANGER L	07501-002-021	36,900	N		-152.06	10929		CERT OF CORRECTION
HILL L G & MARIA HEIRS	07513-008-000	78,790	N		-1,676.21	170		CERT OF CORRECTION
COWAN & MCALLISTER JR HEIRS &	07551-015-000	10,510	N		-152.06	100118		CERT OF CORRECTION
DURANT MELVINA	07581-000-000	39,800	N		-152.06	10915		CERT OF CORRECTION
VALENTINE J L & DORA	07617-002-000	27,840	N		-152.06	10957		CERT OF CORRECTION
BEVILLE & ENG	07621-100-001	63,500	N	142.12		100204		CERT OF CORRECTION
NORRIS SAMUEL & BERIA	07634-005-000	75,050	N		-152.06	10938		CERT OF CORRECTION
BANKS ARMOND JR & TENNIE B	07637-001-000	27,300	N		-364.50	452605		CERT OF CORRECTION
MONTEOCHA & GORDON COMMUNITY A	07644-001-000	102,700	N		-170.96	100008		CERT OF CORRECTION
MONTEOCHA & GORDON COMMUNITY A	07644-001-000	102,700	N	36.44		100008		CERT OF CORRECTION
WILSON MARY J	07654-000-000	90,980	N		-152.06	10925		CERT OF CORRECTION
CHAPMAN JOHN G	07656-001-000	33,800	N		-152.06	100119		CERT OF CORRECTION
SMITH JOHN R	07669-007-000	10,400	N	74.98		121		CERT OF CORRECTION
JAMES ROSEMARY S	07695-000-000	47,400	N		-152.06	100051		CERT OF CORRECTION
BRISSETTE & HUMBERT	07764-101-018	65,400	N		-215.02	951		CERT OF CORRECTION
BEN HILL GRIFFIN INC	07814-040-001	910,700	N		-6,442.05	454		CERT OF CORRECTION
REED & WHITE	07880-037-000	57,320	N		-387.00	118		CERT OF CORRECTION
FLEMING LOUISE	07884-001-000	40,000	N		-17.13	100191		CERT OF CORRECTION
RUSH ELIZABETH G	07902-002-001	84,420	N		-115.84	56		CERT OF CORRECTION
GIBLIN KATHLEEN H	07902-002-002	85,090	N		-115.84	28		CERT OF CORRECTION
PFEIFFER CLYDE	07916-043-033	144,500	N	1,982.63		198		CERT OF CORRECTION
LE & NGUYEN H/W	07917-034-000	110,700	N	1,855.38		892		CERT OF CORRECTION
CHANEY JEFFREY L	07917-100-003	109,270	N		-154.46	64		CERT OF CORRECTION
PINE FOREST HOMES LLC	07965-004-044	109,000	N		-940.76	313		CERT OF CORRECTION
BUTLER ROSEMARY SWAIN	07966-001-000	268,000	N		-281.11	65		CERT OF CORRECTION
KORMAN BARBARA	08035-034-000	38,570	N		-77.23	39		CERT OF CORRECTION
T T ALACHUA INC	08159-003-000	2,107,900	N		-1,626.03	495		CERT OF CORRECTION
MATHEWS YVETTE I	08197-003-037	65,780	N		-17.13	10964		CERT OF CORRECTION
MALONE & MALONE	08197-003-097	56,950	N		-115.84	48		CERT OF CORRECTION
KIRBY & KIRBY	08197-004-026	56,470	N		-115.84	61		CERT OF CORRECTION
BARTON RICHARD	08197-007-035	53,540	N		-115.84	53		CERT OF CORRECTION
BYRD MARTHA	08201-033-000	77,760	N		-154.46	34		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
BOARD OF COUNTY COMMISSIONERS	08202-034-000	84,900	N		-1,317.66	795		CERT OF CORRECTION
BOARD OF COUNTY COMMISSIONERS	08202-070-000	78,300	N		-1,271.31	802		CERT OF CORRECTION
DUNLAP LINDA HEIRS	08203-066-000	94,700	N	1,559.07		418		CERT OF CORRECTION
BOARD OF COUNTY COMMISSIONERS	08231-003-015	73,800	N		-916.31	796		CERT OF CORRECTION
MCDONALD ANN J	08231-003-030	56,070	N		-115.84	59		CERT OF CORRECTION
ROUSE RUBY L	08231-005-048	51,900	N		-115.84	21		CERT OF CORRECTION
ROBERTS PATTY JO HEIRS	08232-005-000	70,120	N		-115.84	35		CERT OF CORRECTION
FJD REALVESTMENT LLC	08236-001-000	608,500	N		-4,882.86	319		CERT OF CORRECTION
MARCHESINI & MARCHESINI CO-TRU	08244-001-014	3,995,405	N		-18,908.16	483		CERT OF CORRECTION
VILLAS AT 39TH LLC	08247-000-000	385,200	N		-2,471.04	100183		CERT OF CORRECTION
VILLAS AT 39TH LLC	08247-000-000	385,200	N		-579.20	933		CERT OF CORRECTION
JDD CORP	08253-010-006	180,000	N		-453.66	476		CERT OF CORRECTION
JDD CORP	08253-010-007	180,000	N		-1,286.98	475		CERT OF CORRECTION
WOODRUFF SHARON	08290-003-000	52,330	N		-115.84	29		CERT OF CORRECTION
CARLIN ELIZABETH M	08293-000-000	101,470	N		-115.84	54		CERT OF CORRECTION
JAI MA INC	08299-000-000	672,200	N		-3,154.16	562		CERT OF CORRECTION
FAIRFOREST SUSAN	08320-003-000	87,080	N		-115.84	27		CERT OF CORRECTION
COX & SEALE	08464-003-000	14,000	N		-334.28	321		CERT OF CORRECTION
GEIERSBACH ROY H	08481-009-000	41,790	N		-77.23	49		CERT OF CORRECTION
LEE O W HEIRS	08570-001-000	98,400	N	1,683.72		414		CERT OF CORRECTION
ALL TYPE VACUUM INC	08695-004-000	115,900	N		-742.20	304		CERT OF CORRECTION
WIERZBICKI PIOTR	08788-000-000	54,430	N		-804.91	917		CERT OF CORRECTION
HAVEN GLEN SPRINGS LLC	08995-002-000	3,216,300	N	76,795.92		758		CERT OF CORRECTION
SILBERMAN & SILBERMAN	09003-225-000	62,000	N	774.16		715		CERT OF CORRECTION
SHIVALAYE CORP	09008-001-002	950,700	N		-3,677.07	640		CERT OF CORRECTION
ROTUNDO BARBARA A	09013-006-015	169,200	N	978.13		190		CERT OF CORRECTION
RICHARDSON BARRY P	09200-001-000	227,390	N		-14.81	163		CERT OF CORRECTION
RICHARDSON BARRY P	09200-001-001	20,500	N		-489.48	165		CERT OF CORRECTION
DALY KEVIN & CAROL	09229-000-000	16,500	N		-393.97	303		CERT OF CORRECTION
BRANT & BRANT	09247-004-000	149,000	N	1,431.79		894		CERT OF CORRECTION
SIXTH STREET OFFICE LLP	09303-000-000	442,400	N		-2,640.81	312		CERT OF CORRECTION
TRUNK DENISE	09444-000-000	73,600	N	1,249.25		658		CERT OF CORRECTION
WIESNER LAWRENCE E TRUSTEE	09626-000-000	71,770	N		-77.23	18		CERT OF CORRECTION
FLETCHER WALTER M	09695-007-000	52,170	N		-154.46	26		CERT OF CORRECTION
SPIRITED INVESTING LLC	09876-004-000	699,200	N		-3,051.49	493		CERT OF CORRECTION
JOHNSON ANNA G TRUSTEE	09914-000-000	199,400	N	2,435.10		130		CERT OF CORRECTION
NECHEMIAS SANDRA	10244-000-000	132,400	N	1,910.52		631		CERT OF CORRECTION
SHANA WILBUR TRUSTEE	10246-012-000	53,670	N		-115.84	47		CERT OF CORRECTION
PHANG JULI NIO	10574-003-000	80,300	N		-2,078.86	404		CERT OF CORRECTION
LUEBEN ANITA LIFE EST	10600-076-000	101,600	N	2,172.67		623		CERT OF CORRECTION
BOARD OF COUNTY COMMISSIONERS	10601-002-000	83,500	N		-1,236.27	803		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
WHITED JUDITH M	10605-018-000	63,190	N		-115.84	40		CERT OF CORRECTION
BOARD OF COUNTY COMMISSION	10618-001-000	68,000	N		-1,055.36	799		CERT OF CORRECTION
BOULWARE & BOULWARE & BOULWARE	10618-003-000	81,600	N	1,381.05		625		CERT OF CORRECTION
WILLINGHAM J T & ELOISE	10618-009-000	51,450	N		-115.84	31		CERT OF CORRECTION
CITY OF GAINESVILLE	10733-002-000	45,000	N		-870.32	588		CERT OF CORRECTION
COWVINS JOHN K	10733-046-000	9,000	N		-17.13	100139		CERT OF CORRECTION
ARNETTE & MALPHURS TRUSTEES	10807-000-000	382,010	N		-142.56	100083		CERT OF CORRECTION
CAMP BEVERLY L	10817-000-000	20,900	N		-36.44	100009		CERT OF CORRECTION
ABNER & THOMAS	10823-086-000	58,150	N		-17.13	10962		CERT OF CORRECTION
MCNEAL LAFAWN	10823-102-000	47,560	N		-115.84	55		CERT OF CORRECTION
LEWIS RHETT	10867-039-000	60,000	N	202.80		100074		CERT OF CORRECTION
ALACHUA COUNTY BOARD OF COUNTY	10884-033-000	51,810	N		-753.02	797		CERT OF CORRECTION
JENKINS WILLIE MARK HEIRS	10884-046-000	63,200	N	1,316.03		412		CERT OF CORRECTION
SPANN EULA MAE	10893-005-000	40,150	N		-383.54	10902		CERT OF CORRECTION
FUDGE RUBY L HEIRS	11034-000-000	50,000	N	880.35		191		CERT OF CORRECTION
JACKSON IVA M	11127-010-000	53,700	N		-17.13	10940		CERT OF CORRECTION
DICKERSON DAISY P HEIRS	11130-002-000	43,800	N	1,045.81		621		CERT OF CORRECTION
REID W D & CLEO	11173-002-000	0	N		-334.28	500		CERT OF CORRECTION
PAULAUSKAS GARY & ANGELA	11216-001-000	3,900	N		-17.13	100012		CERT OF CORRECTION
BOARD OF COUNTY COMMISSIONERS	11234-010-014	86,600	N		-1,406.08	801		CERT OF CORRECTION
CITY OF GAINESVILLE	11309-000-000	10,000	N		-143.26	586		CERT OF CORRECTION
LEE CLIFFORD T	11443-000-000	31,300	N	747.34		546		CERT OF CORRECTION
GRIFFIN BRENDA LIFE ESTATE	11473-000-000	26,590	N		-17.13	10906		CERT OF CORRECTION
WATSON & WATSON	11588-000-000	25,970	N		-77.23	57		CERT OF CORRECTION
CITY OF GAINESVILLE	11613-000-000	211,800	N		-5,057.18	829		CERT OF CORRECTION
UNITED EQUITIES INC TRUSTEE	11635-000-000	189,500	N		-439.33	561		CERT OF CORRECTION
CUNNINGHAM MABEL HEIRS	11860-000-000	75,600	N	1,642.36		201		CERT OF CORRECTION
NELSON PAUL R JR TRUSTEE	11884-000-000	240,900	N		-122.25	499		CERT OF CORRECTION
ARINSON JANICE D	11888-000-000	137,220	N		-193.07	37		CERT OF CORRECTION
SIEGEL JEFFREY E & ELIZABETH H	12114-000-000	23,900	N		-114.61	827		CERT OF CORRECTION
WINDSOR & WINDSOR	12341-000-000	118,120	N		-115.84	43		CERT OF CORRECTION
HOLBROOK & SWEETWATER BRANCH I	12626-000-000	63,900	N		-2,829.44	527		CERT OF CORRECTION
DELTA INVESTMENTS GROUP LLC	12929-000-000	377,500	N		-728.24	320		CERT OF CORRECTION
LAUREL VUE LLC	13123-001-000	88,500	N		-1,377.71	314		CERT OF CORRECTION
LAUREL VUE LLC	13123-001-000	88,500	N		-115.84	583		CERT OF CORRECTION
JOHNS KENNETH L JR TRUSTEE	13163-201-000	173,400	N		-565.88	147		CERT OF CORRECTION
CA-RAJ INC	13163-202-000	184,300	N		-97.89	139		CERT OF CORRECTION
CA-RAJ INC	13163-203-000	184,300	N		-97.89	140		CERT OF CORRECTION
HUCK'S COUNTRY CORNER INC	13163-204-000	184,300	N		-97.89	146		CERT OF CORRECTION
CA-RAJ INC	13163-206-000	184,300	N		-97.89	141		CERT OF CORRECTION
CA-RAJ INC	13163-207-000	182,000	N		-97.89	137		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
CA-RAJ INC	13163-208-000	182,000	N		-97.89	138		CERT OF CORRECTION
CA-RAJ INC	13163-209-000	184,300	N		-97.89	142		CERT OF CORRECTION
CA-RAJ INC	13163-211-000	184,300	N		-97.89	143		CERT OF CORRECTION
UNIVERSITY DREAM RENTALS LLC	13163-212-000	184,300	N		-97.89	145		CERT OF CORRECTION
CA-RAJ INC	13163-213-000	184,300	N		-97.89	144		CERT OF CORRECTION
CA-RAJ INC	13163-214-000	173,400	N		-565.88	148		CERT OF CORRECTION
FORRON GEORGE & MARLENE LIFE E	13206-000-000	82,210	N		-154.46	41		CERT OF CORRECTION
BRICK HOUSE VILLAS LLC	13222-010-004	232,200	N		-974.18	134		CERT OF CORRECTION
BRICK HOUSE VILLAS LLC	13222-010-005	157,600	N		-1,394.43	136		CERT OF CORRECTION
BRICK HOUSE VILLAS LLC	13222-010-006	142,900	N		-1,267.88	135		CERT OF CORRECTION
TAYLOR DELORIS	13649-000-000	53,890	N		-17.13	10971		CERT OF CORRECTION
GRESHAM MANAGEMENT GROUP INC	13661-000-000	457,900	N		-4,500.83	310		CERT OF CORRECTION
GRESHAM MANAGEMENT GROUP INC	13661-038-000	302,200	N		-1,697.66	309		CERT OF CORRECTION
WILLIAMS HENRY HEIRS	13895-000-000	60,400	N	1,319.90		708		CERT OF CORRECTION
SANTA FE AUTO SUPPLIES	14055-000-000	257,800	N		-1,306.08	496		CERT OF CORRECTION
SANTA FE AUTO SUPPLIES INC	14061-000-000	302,400	N		-324.73	497		CERT OF CORRECTION
SANTA FE AUTO SUPPLIES INC	14064-000-000	274,400	N		-336.67	498		CERT OF CORRECTION
MORRISON MOLLY M	14111-000-000	219,350	N		-308.91	17		CERT OF CORRECTION
BOARD OF COUNTY COMMISSIONERS	14195-001-000	105,700	N		-1,716.19	793		CERT OF CORRECTION
SUTTON CARRIE B	14248-000-000	53,550	N		-154.46	30		CERT OF CORRECTION
SEMRANI HOLDINGS INC	14271-000-000	382,200	N		-4,371.90	307		CERT OF CORRECTION
SEMRANI HOLDINGS INC	14272-000-000	816,400	N		-2,683.79	306		CERT OF CORRECTION
SEMRANI HOLDINGS INC	14272-000-000	816,400	N		-162.48	582		CERT OF CORRECTION
TAYLOR & TAYLOR	14364-000-000	44,600	N		-596.94	529		CERT OF CORRECTION
CITY OF GAINESVILLE	14573-001-000	0	N		-685.27	665		CERT OF CORRECTION
CITY OF GAINESVILLE	14622-000-000	1,146,100	N		-3,784.52	882		CERT OF CORRECTION
SEMRANI HOLDINGS INC	14652-000-000	471,200	N		-1,702.45	305		CERT OF CORRECTION
HAGAN & HAGAN	14823-005-000	304,700	N		-852.41	166		CERT OF CORRECTION
CRAPPS & CRAPPS	14838-020-306	221,700	N	966.19		697		CERT OF CORRECTION
U OF F BOARD OF TRUSTEES	14990-000-000	12,990,600	N		-270.29	981		CERT OF CORRECTION
MANIN ERIC M	15255-001-000	276,500	N	966.19		628		CERT OF CORRECTION
SHANDS TEACHING HOSPITAL & CLI	15498-000-000	939,300	N		-16,544.44	593		CERT OF CORRECTION
PATEL SANMUKH L & SAVITA S	15504-000-000	788,600	N		-193.06	642		CERT OF CORRECTION
NELSON JULIET	15569-008-000	79,610	N		-77.23	44		CERT OF CORRECTION
OAKBROOK WALK LTD	15633-001-000	1,975,200	N		-897.78	468		CERT OF CORRECTION
LOHMAN & LOHMAN	15633-064-003	102,000	N	966.19		126		CERT OF CORRECTION
HAGEN & HAGEN	15635-011-022	50,900	N	1,090.24		876		CERT OF CORRECTION
FREDRICKSON MARY JANE TRUSTEE	15696-003-000	346,000	N		-305.47	100084		CERT OF CORRECTION
PARK 16TH TOWNHOUSES INC	15699-043-000	1,879,800	N		-2,091.63	560		CERT OF CORRECTION
PARK 16TH TOWNHOUSES INC	15699-043-001	2,127,500	N		-2,292.20	559		CERT OF CORRECTION
TRISTAR INVESCO INC	15702-001-005	240,800	N		-487.09	489		CERT OF CORRECTION

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CITY OF GAINESVILLE	15702-005-002	90,600	N		-2,009.74	589		CERT OF CORRECTION
STRICKLAND RUBY HEIRS	15760-002-000	35,000	N	800.60		174		CERT OF CORRECTION
ELLIS ALICE M	15913-001-000	1,300	N		-355.77	164		CERT OF CORRECTION
EDWARDS H L & CANDACE	16050-001-000	89,570	N		-154.46	25		CERT OF CORRECTION
BOARD OF COUNTY COMMISSIONERS	16050-007-000	70,200	N		-938.66	805		CERT OF CORRECTION
LONDON & WASHINGTON	16106-009-000	96,300	N	1,586.61		196		CERT OF CORRECTION
ALLEN COLISTA J LIFE ESTATE	16106-088-000	70,300	N		-115.84	22		CERT OF CORRECTION
JACKSON-BOONE SARAH	16107-200-001	89,500	N		-115.84	50		CERT OF CORRECTION
LAMAR DELLA M HEIRS	16107-503-009	88,200	N	1,327.26		154		CERT OF CORRECTION
MILLS JOHN H & SANDRA	16107-600-017	78,810	N		-1,510.34	757		CERT OF CORRECTION
ROBINSON OLIVIA	16116-011-000	49,240	N		-115.84	42		CERT OF CORRECTION
CUNNINGHAM JOHNNIE	16116-026-000	72,540	N		-959.92	654		CERT OF CORRECTION
YOUNG HELEN C HEIRS	16116-045-000	93,800	N	1,822.78		199		CERT OF CORRECTION
THOMAS ERNESTINE	16116-100-027	66,460	N		-115.84	45		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-001	13,000	N		-179.75	667		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-002	13,000	N		-179.75	668		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-003	13,000	N		-179.75	669		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-004	13,000	N		-179.75	670		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-010	13,000	N		-179.75	671		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-014	13,000	N		-179.75	672		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-015	13,000	N		-179.75	673		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-016	13,000	N		-179.75	674		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-023	14,400	N		-199.10	678		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-024	13,000	N		-179.75	676		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-025	13,000	N		-179.75	677		CERT OF CORRECTION
ALACHUA COUNTY	16125-002-026	13,000	N		-179.75	675		CERT OF CORRECTION
WILLIAMS EARNEST & MARY	16126-017-000	50,580	N		-265.35	100219		CERT OF CORRECTION
BOARD OF COUNTY COMMISSIONERS	16126-037-000	92,500	N		-1,449.54	794		CERT OF CORRECTION
CORTES VICTORIA R	16126-060-031	96,700	N	924.59		679		CERT OF CORRECTION
HINNENBUSCH MARK THOMAS	16134-009-000	7,000	N		-161.32	944		CERT OF CORRECTION
HINNENBUSCH MARK THOMAS	16134-009-001	7,000	N		-161.32	947		CERT OF CORRECTION
HINES ISIAH JR & GENEVIEVE	16134-015-001	44,280	N		-282.48	10937		CERT OF CORRECTION
WEST GLORIA	16134-036-003	45,470	N		-282.48	10944		CERT OF CORRECTION
MCNEAL SAMUEL JR	16134-051-054	21,120	N		-282.48	10966		CERT OF CORRECTION
ARMSTRONG YATA DETRON	16134-100-020	93,500	N	202.80		100077		CERT OF CORRECTION
MORGAN ANTHONY & LORENE	16186-003-000	55,420	N		-383.54	10953		CERT OF CORRECTION
LE THI VAN	16187-030-000	77,080	N		-366.41	100031		CERT OF CORRECTION
KINSEY SHIRLEY HEIRS	16193-002-000	61,700	N	1,014.45		195		CERT OF CORRECTION
CHANEY JEFFREY L	16205-025-001	7,000	N		-282.48	100195		CERT OF CORRECTION
PELFREY CHRISTINA	16214-001-001	61,000	N		-282.48	10965		CERT OF CORRECTION
WILSON PATRICIA A	16224-003-000	50,180	N		-383.54	10954		CERT OF CORRECTION

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OAKS PAWN INC	16240-018-000	20,000	N		-282.48	10002		CERT OF CORRECTION
WILLIAMS PLUMMIA HEIRS	16503-000-000	116,500	N	2,077.26		719		CERT OF CORRECTION
MARTIN GLORIA	16505-001-000	19,700	N		-1,269.80	425		CERT OF CORRECTION
BROWN & CAPERS & ELLIS & PAYTO	16720-023-000	31,340	N		-17.13	10960		CERT OF CORRECTION
PERRY PAMELA JANE	16844-000-000	90,500	N	1,344.27		840		CERT OF CORRECTION
WHITE STANLEY	16849-005-004	25,300	N		-152.06	100017		CERT OF CORRECTION
REFAI INC	16854-018-000	958,500	N		-3,104.18	558		CERT OF CORRECTION
BYERLY MICHAEL B	16863-001-000	73,600	N	1,260.57		709		CERT OF CORRECTION
BOALS DONALD G & BETTY A	17010-002-000	3,500	N		-152.06	100085		CERT OF CORRECTION
FORD & GREEN & GREEN & GREEN	17125-000-000	47,000	N		-152.06	100225		CERT OF CORRECTION
JOHNSON & JOHNSON	17215-008-000	25,050	N		-909.02	405		CERT OF CORRECTION
HUNTER GORDON GENE	17257-012-000	42,700	N	1,059.93		194		CERT OF CORRECTION
WOLLAM LEE HAMMOND & KATHRYN D	17503-002-000	86,968	N		-216.86	776		CERT OF CORRECTION
WOLLAM LEE HAMMOND & KATHRYN D	17503-002-000	86,968	N		-176.07	777		CERT OF CORRECTION
WOLLAM LEE HAMMOND & KATHRYN D	17503-003-000	71,229	N		-200.71	774		CERT OF CORRECTION
WOLLAM LEE HAMMOND & KATHRYN D	17503-003-000	71,229	N		-223.09	775		CERT OF CORRECTION
GREEN JOAN	17611-026-000	24,460	N		-152.06	10959		CERT OF CORRECTION
ISSAC RUBY	17670-000-000	23,700	N		-282.48	100136		CERT OF CORRECTION
REEB KIRK P	17737-001-000	12,400	N		-2,140.90	427		CERT OF CORRECTION
DAYS WILLIE MAE	17742-003-000	18,130	N		-282.48	10949		CERT OF CORRECTION
GARNER HARRY	17745-002-000	33,020	N		-782.59	452444		CERT OF CORRECTION
FORT & NELSON & WRIGHTEN	17756-001-000	74,150	N		-282.48	10970		CERT OF CORRECTION
REGISTER PATRICK S & SANDRA L	17823-025-000	6,900	N		-152.06	100021		CERT OF CORRECTION
DEANS & DEANS	17940-050-000	58,290	N		-75.49	541		CERT OF CORRECTION
SCOTT BETTY L	17940-078-000	25,430	N		-282.48	10926		CERT OF CORRECTION
VAN SCHOICK STEPHEN & JACQUELI	18060-063-000	48,700	N		-152.06	10952		CERT OF CORRECTION
JACKSON IDA	18121-001-000	24,220	N		-152.06	10958		CERT OF CORRECTION
DIXON MARVIA GENESE	18189-000-000	0	N		-16.14	913		CERT OF CORRECTION
REEB ASHLEY P	18229-001-000	8,100	N		-663.71	711		CERT OF CORRECTION
GILL & HALL & HICKS & JACKSON	18240-002-000	2,500	N		-152.06	100198		CERT OF CORRECTION
HOLLISTER & HOLLISTER	18317-001-000	122,200	N		-1,486.42	424		CERT OF CORRECTION
GILL URIAH HEIRS	18324-000-000	155,500	N	2,555.51		707		CERT OF CORRECTION
PAYTON WESLEY JR	18324-001-001	31,800	N		-152.06	10961		CERT OF CORRECTION
WOOD FREDERICK W JR TRUSTEE	18354-006-000	280,100	N		-924.59	419		CERT OF CORRECTION
RICHARDSON & RICHARDSON	18354-027-001	78,810	N		-152.06	10922		CERT OF CORRECTION
BLAUER ROBERT S	18354-039-025	63,600	N		-1,064.42	100188		CERT OF CORRECTION
MORRISON VICKEY E	18354-043-026	19,400	N		-152.06	10968		CERT OF CORRECTION
ADKINS & ADKINS III & ADKINS I	18354-043-058	84,600	N		-760.30	100162		CERT OF CORRECTION
NASH WALLACE LEVY HEIRS	18354-054-006	84,490	N	2,560.35		576		CERT OF CORRECTION
NASH WALLACE LEVY HEIRS	18354-054-006	84,490	N		-301.22	656		CERT OF CORRECTION
NASH WALLACE LEVY HEIRS	18354-054-006	84,490	N			656		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease Mill Code	Corr No	Lit. / Insolv.	Reason/Status
NASH WALLACE LEVY HEIRS	18354-054-006	84,490	N		-2,259 13	656		CERT OF CORRECTION
BOARD OF TRUSTEES OF THE INTER	18354-061-000	556,700	N		-152.06	100180		CERT OF CORRECTION
KENNAN EDITH TRUSTEE	18374-001-000	46,690	N		-152.06	10908		CERT OF CORRECTION
LANIER & LANIER	18378-003-003	55,900	N		-2.26	0		UNDER MINIMUM
CARROLL JANDORA LEE HUFFMAN &	18378-003-032	43,030	N		-152.06	10903		CERT OF CORRECTION
BRASWELL JEFFERSON M	18432-010-017	34,400	N		-477.03	881		CERT OF CORRECTION
BUCKNER LEONA HEIRS	18526-002-000	900	N		-117.65	528		CERT OF CORRECTION
LEWIS ALICE	18626-001-000	77,450	N		-152.06	10919		CERT OF CORRECTION
HILTON & HILTON & MACFAYDEN	18651-020-004	64,400	N		-152.06	10920		CERT OF CORRECTION
BEDFORD CARL L II & HEATHER S	18850-010-026	120,600	N		-152.06	100053		CERT OF CORRECTION
BENSON MIKEL ANDREW	18910-001-000	25,900	N		-152.06	100229		CERT OF CORRECTION
BENSON MIKEL ANDREW	18910-001-000	25,900	N			100229		CERT OF CORRECTION
WILSON EVA S HEIRS	19118-002-001	33,400	N	719.01		197		CERT OF CORRECTION
HENRY DARRYL D	19558-100-016	67,100	N	1,262.04		773		CERT OF CORRECTION
ALACHUA COUNTY BOARD OF COUNTY	19558-100-020	85,200	N		-1,667.07	798		CERT OF CORRECTION
NORTH BEATRICE HEIRS	19558-100-028	64,200	N	1,383.05		155		CERT OF CORRECTION
UNITED STATES OF AMERICA	19558-100-049	43,510	N		-109.66	982		CERT OF CORRECTION
CARROLL EMMA HEIRS	19838-003-000	24,300	N	679.24		423		CERT OF CORRECTION
VARNES PAUL	19865-001-000	4,400	N		-304 12	100213		CERT OF CORRECTION
JAMES EVELYN	19912-002-000	42,700	N		-152 06	10918		CERT OF CORRECTION
GHOSH GOVIND P	19992-002-001	16,000	N		-368.72	426		CERT OF CORRECTION
ROWE JAMES ELMER	20200-001-001	53,750	N		-152.06	10914		CERT OF CORRECTION
SYKES & SYKES TRUSTEES	20243-002-000	4,500	N		-152.06	100035		CERT OF CORRECTION
ATKINSON BILLY & DOROTHY MAE	20267-000-000	9,820	N		-152.06	10932		CERT OF CORRECTION

Owner Name	Account Number	Assessed Value	EX	Increase	Decrease	Mill Code	Corr No	Lit. / Insolv.	Reason/Status

District Type	District Code	District Name	Increase	Decrease	Net
C	01	BOARD OF COUNTY COMMISSIONERS	495,693.58	-896,710.81	-401,017.23
E	420	NBHD PRESERVATION			
L	01	ALACHUA CNTY LIBRARY DISTRICT	84,403.14	-153,108.14	-68,705.00
M	01	MUNICIPAL SERVICES TAXING UNIT	12,339.08	-68,879.22	-56,540.14
M	02	SHERIFF LAW ENFORCE	50,865.13	-58,792.66	-7,927.53
M	03	FIRE PROTECTION SERV	538.87	-1,076.44	-537.57
P	405	WESTEND ESTATES		-443.78	-443.78
P	408	COUNTRY CLUB			
P	409	GNV G&C CLUB			
P	412	W/END ESTATES WATER EXTENSION	386.00		386.00
R	120	REFUSE URBAN (352) 338-3233	280.36	-280.36	
R	135	REFUSE URBAN (352) 338-3233	608.40	-1,216.80	-608.40
R	164	REFUSE URBAN (352) 338-3233	530.70	-9,817.95	-9,287.25
R	196	REFUSE URBAN (352) 338-3233	3,664.10	-1,465.64	2,198.46
R	264	REFUSE URBAN (352) 338-3233			
R	296	REFUSE URBAN (352) 338-3233		-2,931.28	-2,931.28
R	396	REFUSE URBAN (352) 338-3233		-5,129.74	-5,129.74
R	501	REFUSE RURAL COLLECTION CENTER	426.36	-10,801.54	-10,375.18
R	710	SOLID WASTE MANAGEMENT	51.39	-1,233.36	-1,181.97
R	720	SOLID WASTE MANAGEMENT	332.64	-2,819.52	-2,486.88
R	730	SOLID WASTE MANAGEMENT	9.94	-755.46	-745.52

Owner Name		Account Number	Assessed Value	EX	Increase	Decrease	Mill Code	Corr No	Lit. / Insolv.	Reason/Status
R	801	SOLID WASTE MANAGEMENT				11.98			11.98	
R	802	SOLID WASTE MANAGEMENT				36.44	-72.88		-36.44	
R	803	SOLID WASTE MANAGEMENT								
R	804	SOLID WASTE MANAGEMENT								
R	805	SOLID WASTE MANAGEMENT					-170.96		-170.96	
R	806	SOLID WASTE MANAGEMENT								
R	807	SOLID WASTE MANAGEMENT					-610.94		-610.94	
R	808	SOLID WASTE MANAGEMENT					-427.76		-427.76	
R	809	SOLID WASTE MANAGEMENT								
R	810	SOLID WASTE MANAGEMENT								
R	811	SOLID WASTE MANAGEMENT								
S	01	SCHOOL BOARD OF ALACHUA COUNTY				509,815.89	-955,095.35		-445,279.46	
T	17	CITY OF ALACHUA				1,972.42	-23,632.24		-21,659.82	
T	170	ALACHUA STORM WATER ASMT								
T	27	CITY OF ARCHER				432.75	-1,013.46		-580.71	
T	36	CITY OF GAINESVILLE				92,398.29	-174,893.36		-82,495.07	
T	360	GAINESVILLE FIRE ASSESSMENT				5,804.58	-16,211.00		-10,406.42	
T	37	CITY OF GAINESVILLE				3,155.20	-5,932.50		-2,777.30	
T	46	CITY OF HAWTHORNE				1,334.64	-1,797.72		-463.08	
T	57	CITY OF HIGH SPRINGS				3,549.30	-9,521.75		-5,972.45	
T	570	HIGH SPRINGS FIRE ASSESSMENT				73.00	-73.00			
T	67	TOWN OF LACROSSE					-40.24		-40.24	
T	76	TOWN OF MICANOPY					-243.00		-243.00	

Owner Name		Account Number	Assessed Value	EX	Increase	Decrease	Mill Code	Corr No	Lit. / Insolv.	Reason/Status
T	87	CITY OF NEWBERRY			115,800.23	-133,378.20			-17,577.97	
T	870	NEWBERRY FIRE ASSESSMENT								
T	97	CITY OF WALDO			237.50	-1,544.73			-1,307.23	
W	01	ST JOHNS RIVER WATER MGT DISTR			10,130.45	-22,845.30			-12,714.85	
W	02	SUWANNEE RIVER WATER MGT DIST			14,478.49	-21,536.85			-7,058.36	

Correction Totals	**1,409,360.85**	**-2,584,503.94**	**-1,175,143.09**
Total Insolvent			
Total Litigation		**-55,769.04**	**-55,769.04**
Grand Totals	**1,409,360.85**	**-2,640,272.98**	**-1,230,912.13**

July 12, 2011 Regular BoCC Meeting
Agenda Item #12

Title
Request that the BOCC set proposed millage rates to fund FY12 Tentative Budget (Amended)

Amount
N/A

Description
Set proposed millage rates at the simple majority level per attached spreadsheet for General County, Unincorporated Services MSTU, Fire Protection Services MSTU, Law Enforcement MSTU, and Alachua County Forever Debt Service and adopt related resolution.

Recommendation
Set proposed millage rates at the simple majority level per attached spreadsheet for General County, Unincorporated Services MSTU, Fire Protection Services MSTU, Law Enforcement MSTU, and Alachua County Forever Debt Service and adopt related resolution.

Alternative(s)
None

Requested By
County Manager

Originating Department
Office of Management and Budget

Attachment(s) Description
Tentative Millage Resolution 2011-2012; FY12 Millage Rates Chart

Documents Requiring Action
Resolution for the BOCC to set proposed millage rates to fund FY12 Tentative Budget

Executive Summary
Florida Statute 200.065 and Truth in Millage (TRIM) laws require the Board of County Commissioners to set proposed millage rates based on certified property tax rolls received from the Property Appraiser. The proposed millage rates will be included in TRIM notices sent to property owners in August of 2011.

Background
In accordance with Florida Statute 200.65, the Property Appraiser provides a taxable poperty value certification to the Board of County Commissioners as applicable to that taxing authority. With the preparation and presentation of a tentative budget, but prior to adoption, the Board of County Commissioners is required to set a proposed millage rate necessary to fund the tentative budget for all taxing units within their authority. In proposing millage rates, the revenue generated is required to be budgeted at 95 percent of the taxable value as certified by the Property Appraiser. The Board of County Commissioners must advise the Property Appraiser of the proposed millage rates by August 4, 2011, for inclusion in the TRIM notice. The TRIM notice sent out by the Property Appraiser in August of 2011, will include the prior year millage rates; current year proposed millage rates; current year "roll back" rate; and the date and time of the 1st Public Hearing adopting the budget. The 1st Public Hearing is scheduled to take

place on September 13, 2011, at 5:30 pm in the Alachua County Administration Building, Room 209. Taxing authorities other than the county and school district shall prepare and consider tentative and final budgets in accordance with this section and applicable provisions of law, including budget procedures applicable to the taxing authority, provided such procedures do not conflict with general law. By adopting the resolution, the Board of County Commissioners authorizes and directs the County Manager to provide a copy of the resolution to the Property Appraiser for use in preparing the "Notice of Proposed Property Taxes" and to execute any Department of Revenue forms necessary to complete this certification.

Issues
Proposed millage rates should be set at the highest rate the Board expects to adopt in September. The TRIM process allows for the Board to adopt millage rates lower than proposed. The millage rates calculated in the attached resolution are proposed at the maximum millage rate that can be approved by a simple majority of the Board of County Commissioners, as allowed by Sections 200.185 and 200.186, Florida Statutes, and have been verified by the Property Appraiser's Office and the Tax Collector's Office.

Fiscal Recommendation
The FY12 Tentative Budget includes estimated Ad Valorem revenues for all taxing units based on the simple majority millage rate.

Fiscal Alternative(s)
None

Funding Sources
N/A

Account Code(s)
N/A

Attachment: FY12 Millage Chart.pdf
Attachment: Tentative Millage Resolution 2011-2012 Signed.pdf

RESOLUTION 11-71

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO THE LEVY OF GENERAL COUNTY, VOTED DEBT SERVICE, MUNICIPAL SERVICE TAXING UNIT-UNINCORPORATED SERVICES, MUNICIPAL SERVICE TAXING UNIT-FIRE PROTECTION SERVICES AND MUNICIPAL SERVICE TAXING UNIT-LAW ENFORCEMENT AD VALOREM TAXES FOR THE 2011 TAX YEAR; PROVIDING ROLLED BACK MILLAGE RATES FOR GENERAL COUNTY, MUNICIPAL SERVICE TAXING UNIT-UNINCORPORATED SERVICES, MUNICIPAL SERVICE TAXING UNIT-FIRE PROTECTION SERVICES, AND MUNICIPAL SERVICE TAXING UNIT-LAW ENFORCEMENT PURPOSES; ESTABLISHING PROPOSED MILLAGE RATES FOR GENERAL COUNTY, ALACHUA COUNTY FOREVER VOTED DEBT SERVICE, MUNICIPAL SERVICE TAXING UNIT-UNINCORPORATED SERVICES, MUNICIPAL SERVICE TAXING UNIT-FIRE PROTECTION SERVICES, AND MUNICIPAL SERVICE TAXING UNIT-LAW ENFORCEMENT PURPOSES; ESTABLISHING A PUBLIC HEARING; PROVIDING FOR NOTICE TO THE ALACHUA COUNTY PROPERTY APPRAISER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Property Appraiser certified the 2011 taxable values for General County, Alachua County Forever Voted Debt Service, Municipal Service Taxing Unit-Unincorporated Services, Municipal Service Taxing Unit-Fire Protection Services and Municipal Service Taxing Unit-Law Enforcement purposes to the Board of County Commissioners on June 28, 2011; and,

WHEREAS, Section 200.065(2)(b), Florida Statutes, requires the Board of County Commissioners to advise the Property Appraiser of its prior year millage rates, its rolled back millage rates, its proposed millage rates, and of the time, date, and place at which a public hearing will be held to consider the proposed millage rates and the tentative budget; and,

WHEREAS, the Board of County Commissioners was presented the tentative budget for Alachua County on July 7, 2011, pursuant to Section 129.03(3), Florida Statutes, for its further consideration;

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

1. The prior year millage rate was 8.3763 mills and the rolled back millage rate for General County purposes, as computed pursuant to Section 200.065(1), and Section 200.185(5), Florida Statutes, is 8.7224 mills.

2. The proposed millage rate necessary to fund the tentative general County budget for the County's 2011-12 fiscal year is 8.7704 mills for the General Fund.

3. The prior year millage rate was 0.2500 mills and the proposed millage rate necessary to meet the County's Alachua

County Forever debt service obligations authorized by vote of the electors pursuant to Article VII, Section 12, Florida Constitution, is 0.2500 mills.

4. The prior year millage rate was 0.4124 mills and the rolled back millage rate of the Alachua County Municipal Service Taxing Unit-Unincorporated Services, as computed pursuant to Section 200.065(1), and Section 200.185(5), Florida Statutes, is 0.4320 mills.

5. The proposed millage rate necessary to fund the tentative Alachua County Municipal Service Taxing Unit-Unincorporated Services budget for the County's 2011-12 fiscal year is 0.4481 mills.

6. The prior year millage rate was 1.3391 mills and the rolled back millage rate of the Alachua County Municipal Service Taxing Unit-Fire Protection Services, as computed pursuant to Section 200.065(1), and Section 200.185(5), Florida Statutes, is 1.4023 mills.

7. The proposed millage rate necessary to fund the tentative Alachua County Municipal Service Taxing Unit-Fire Protection Services budget for the County's 2011-12 fiscal year is 1.4100 mills.

8. The prior year millage rate was 1.6710 mills and the rolled back millage rate of the Alachua County Municipal Service Taxing Unit-Law Enforcement, as computed pursuant to Section 200.065(1), and Section 200.185(5), Florida Statutes, is 1.7308 mills.

9. The proposed millage rate necessary to fund the tentative Alachua County Municipal Service Taxing Unit-Law Enforcement budget for the County's 2011-12 fiscal year is 1.7403 mills.

10. A public hearing will be held to consider the proposed millage rates and the tentative budget for Alachua County on September 13, 2011, at five-thirty p.m., in Room 209 (Jack Durrance Auditorium) of the Alachua County Administration Building, 12 S.E. 1st Street, Gainesville, Florida.

11. The County Manager is hereby authorized and directed to provide a copy of this resolution to the Alachua County Property Appraiser for use in preparing the Notice of Proposed Property Taxes, as required by Section 200.069, Florida Statutes and to execute, as the Administrating Official, any Department of Revenue forms necessary to complete this certification.

12. That 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, Chairman

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
David W. Wagner
Alachua County Attorney

Alachua County Board of County Commissioners
Alternative FY12 Millage Based on Certified Taxable Property Values
As of June 28, 2011

ALTERNATIVE FY12 MILLAGE RATES

Property Tax Revenue Only	General Fund	MSTU General	MSTU Law Enforcement	MSTU Fire Services
Property Value Growth	-3.19%	-3.40%	-2.09%	-3.38%
Current Millage	**8.3763**	**0.4124**	**1.6710**	**1.3391**
Projected Revenue	92,847,146	1,891,770	8,347,029	6,274,689
FY11 Adopted Budget	95,657,802	1,957,129	8,525,338	6,489,375
Difference	(2,810,656)	(65,359)	(178,309)	(214,686)
Revenue Stabilization	**8.6299**	**0.4266**	**1.7067**	**1.3849**
Projected Revenue	95,658,176	1,956,908	8,525,358	6,489,297
FY11 Adopted Budget	95,657,802	1,957,129	8,525,338	6,489,375
Difference	374	(221)	20	(78)
Simple Majority Cap	**8.7704**	**0.4481**	**1.7403**	**1.4100**
Projected Revenue	97,215,549	2,055,534	8,693,197	6,606,909
FY11 Adopted Budget	95,657,802	1,957,129	8,525,338	6,489,375
Difference	1,557,747	98,405	167,859	117,534
Rollback (up)	**8.7224**	**0.4320**	**1.7308**	**1.4023**
Projected Revenue	96,683,493	1,981,679	8,645,743	6,570,829
FY11 Adopted Budget	95,657,802	1,957,129	8,525,338	6,489,375
Difference	1,025,691	24,550	120,405	81,454
Super Majority Cap	**9.6474**	**0.4929**	**1.9143**	**1.5510**
Projected Revenue	106,936,661	2,261,041	9,562,368	7,267,601
FY11 Adopted Budget	95,657,802	1,957,129	8,525,338	6,489,375
Difference	11,278,859	303,912	1,037,030	778,226

Change in State Per Capita Personal Income growth at 0.55%

July 12, 2011 Regular BoCC Meeting
Agenda Item #13

Title
NW 16th Ave/NW 23rd Ave Resurfacing Project (Amended)

Amount
N/A

Description
Request approval of the proposed typical section NW 16th Ave/NW 23rd Ave Resurfacing Project

Recommendation
1. Approve proposed typical section 2. Direct staff to proceed with the development of 60percent Plans in regards to the NW 16th Ave/NW 23rd Ave resurfacing project.

Alternative(s)
1.Do not hear the presentation and provide comments on the NW 16th Ave/NW 23rd Ave project. 2.Direct staff to proceed with the development of the 60% plans per January 11, 2011 Board direction.

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

Originating Department
Public Works

Attachment(s) Description
1.Evaluation of Reduced Lane Widths 2.Sales Tax Data Request 3.Publix Traffic Counts 4.RTS Bus Stops 5.Evaluation of Reduced Median Widths 6.City Input on Reduced Lane Width 7.Maintenance Savings on Utility Strip 8.Letter to City Involvement 9.Lane Width on Bus Safety 10.FDOT Access Management Report 11.Presentation of the NW 16th Ave/NW 23rd Ave project

Documents Requiring Action
N/A

Executive Summary
The following motions were made and approved by the BoCC on January 11, 2011. 1) Reconstruct sidewalks to 10 feet width were physically practical, providing a continuous elevation sidewalk, relocate utilities outside of sidewalk when possible 2) Restripe inside lane to 10' and outside lane 11' and undesignated bike lane of three feet 3) Leave median width unchanged 4) Ask City of Gainesville to provide input on safe travel lane width for Fire trucks and buses 5) Staff to provide estimated maintenance savings on paved strip vs. grass strip 6) Accept staff recommendations for median closures on east and west end of the road. Transportation Planning and Public Works staff jointly recommend that the Board approve moving forward with the development of the 60% plans including: 1. Reduce inside lane width from 12' to 10'-9" 2. Provide a 13'-3" shared use outside lane 3. Reconstruct sidewalks to a minimum width of 7.5' and to 10' where feasible.

Background
On June 19, 2007, the Board of County Commissioners approved of the additional 5 cent local option gas tax to fund a list of capital projects which included the resurfacing of NW 16th Ave/NW 23rd Ave project. The project begins on NW 23rd Ave

from approximately NW 57th Terrace continuing on NW 16th Ave and ending at the NW 13th St intersection, a total distance of approximately 4.0 miles. The project is estimated to cost approximately $6.5 million from design through construction. As the project includes modification to the intersection of NW 55th Street and NW 23rd Avenue, the Department will be requesting that the BoCC also authorize the use of impact fee funding for a portion of this intersection. The City's Public Works Director has indicated a willingness for the City of Gainesville to pay their proportionate share of the improvements to this intersection as one leg of the intersection is a City street. This improvement will allow for considerable improvement to the Level of Service of this intersection. HDR, Inc. is the County's Engineering Consultant for the NW 16 Ave/NW 23rd Ave project. On February 11, 2009 the County issued a Work Assignment (WA) to HDR, Inc. to design the NW 16 Ave/NW 23rd Ave project. The NW 16th Avenue\NW 23rd Avenue project was initially developed as a pavement rehabilitation project including retrofitting the existing pedestrian features to comply with the Americans with Disabilities Act (ADA) requirements. Upon completion of the initial design analysis, which included an evaluation of the safety and operational conditions for the corridor, additional project modifications were identified including extending the 5- lane section of NW 23rd west to NW 57th Terrace, installation of traffic separators at selected locations, and median closures\modifications at certain locations. Upon completion of the preliminary plans, the County identified the need to evaluate provisions for accommodation of bicycles along the entire corridor. This resulted in the identification of three options to improve bicycle accommodation including narrowing the existing lanes, widening the existing sidewalks, and widening the existing roadway. This information was presented to the BOCC during their meeting on October 27, 2009, at the Public Information Meeting held on November 16, 2009, and at Bicycle/Pedestrian Advisory Board (BPAB) meeting on December 1, 2009. The following motion was made and approved by the BoCC on October 27, 2009. 1) To accept the preliminary plans including option 3 2) East of the intersection of 43rd, and 16th in front of the Kangaroo, explore a business friendly option 3) Include the possibility of 6 foot sidewalks west of 55th 4) Include the possibility of option 2 5) Request the city take over maintenance once completed On December 1, 2009, the following motion was made and approved by the BPAB. 1) Approve County option #3 2) Infill utility strips between the sidewalk and curb 3) Address street furniture conflicts such as mailboxes and light poles to better promote/recognize this corridor as a great east-west bicycle/pedestrian travel opportunity A Public Information Meeting Summary Report was developed that summarized written comments received on this project. In addition, an action plan was developed to identify specific tasks and activities to address issues raised by the BoCC and the general public during the public involvement process in order to finalize the preliminary design concepts for the project. That plan presented research activities to evaluate proposed project improvements, identified on the ground tests and evaluations for selected proposed project improvements and presented communications and public involvement activities to communicate the findings. The following motion was made and approved by the BoCC on February 23, 2010. 1) Direct staff to implement the proposed Action Plan and return to the Board with a report prior to adopting the 30 percent design. 2) Investigate the cost and feasibility of maximizing the sidewalk paving both inside and outside of the existing sidewalk. 3) Investigate the cost and feasibility of tree wells within the existing grass strip that is intended to be paved. The Action Plan was implemented and an Action Plan Summary Report has been developed that summarizes written comments received on the Action Plan. In addition, that Report summarizes the results of the field tests, traffic counts, public involvement and temporary operational changes that were made to determine the impacts of several proposed changes to the CR 172 (NW 23rd Avenue/NW 16th Avenue) corridor. The cost and feasibility of maximizing the sidewalk paving both inside and outside of the existing sidewalk was investigated in the Action Plan and is presented as Option 2. Estimated cost of this option is an additional $520,000. The cost and feasibility of tree wells within the existing grass strip that is intended to be paved was investigated as a part of the Action Plan. Estimated initial cost is an additional $350,000. Landscaping will require routine maintenance to insure adequate ADA clearance is maintained along the sidewalk. This information was presented to the BOCC during their meeting on October 12, 2010. The following motions were made and approved by the BoCC on October 12, 2010. 1) Direct staff to proceed with development of the 30% plans for NW16 Avenue and NW 23rd Avenue based upon the merger of options #4 and #2 as presented by staff. 2) Analyze lane width reductions adequate to produce four foot bike lanes and determine the pros and cons. 3) Schedule a Joint meeting with the City of Gainesville at Westwood Middle School if available in the month of December and advertise with "Big Signs" in the area. 4) Include expansion of sidewalks to both inside and outside of existing margins adequate to achieve ten foot widths whenever possible, and design as shared use facility. 5) Analyze sales tax data before and after "access management" redesign of Westgate Shopping Center, if available. 6) Provide the Board with the before/after speed study of NW 143 Street performed by County Staff. 7) Open up median as soon as possible at Kangaroo temporally and pursue joint opening design between Millhopper and Thornebrooke 8) Provide analysis of turning movements once Publix is re-opened. A Community Workshop was held on December 15, 2010 at Littlewood Elementary School. Substantial opposition to the proposed inclusion of on-street bike lanes,

reduction of lane width and reduction of median width was expressed by the attending public. This information was presented to the BOCC during their meeting on January 11, 2011. It was staff's recommendation to proceed with the development of the 30% plans including the following design elements; 1. Widen sidewalks to up to 10 feet wherever possible 2. Restripe travel lanes to 11 feet. Utilize raised audible thermoplastic on the outside white line. 3. Leave existing typical median widths unchanged The following motions were made and approved by the BoCC on January 11, 2011. 1) Reconstruct sidewalks to 10 feet width were physically practical, providing a continuous elevation sidewalk, relocate utilities outside of sidewalk when possible 2) Restripe inside lane to 10' and outside lane 11' and undesignated bike lane of three feet 3) Leave median width unchanged 4) Ask City of Gainesville to provide input on safe travel lane width for Fire trucks and buses 5) Staff to provide estimated maintenance savings on paved strip vs. grass strip 6) Accept staff recommendations for median closures on east and west end of the road.

Issues

1. Using lane width less than industry standard requires further BOCC discussion and direction. 2. Certain designs for tying sidewalks to side streets and driveways are cost prohibitive for this project. 3. Is sidewalk widening the preferred method, or is complete replacement? 4. Reducing posted speeds may increase the potential for crashes. 5. Median modifications, such as slip lanes, will impact the existing street trees.

Fiscal Recommendation

Additional funds will be necessary to complete design and permitting.

Fiscal Alternative(s)

N/A

Funding Sources

Additional 5 cent local option gas tax.

Account Code(s)

350-7916-541-6362

Attachment: 4_RTS_Bus_Stops.pdf
Attachment: 1_Information_Requested_by_Board_Attachments.pdf
Attachment: 3_Publix_Traffic_Counts.pdf
Attachment: 7_Maintenance_Savings_on_Utility_Strip.pdf
Attachment: 11_FDOTAccessManagementReport.pdf
Attachment: NW16AV_BOCC_TypicalSectionApproval_7_12_2011.pdf
Attachment: 2_Sales_Tax_Data_Request.pdf
Attachment: 6_City_Input_on_Reduced_Lanes_Widths.pdf
Attachment: 10_LaneWidthonBusSafety.pdf
Attachment: 5_Evaluation_of_Reduced_Median_Widths.pdf
Attachment: 9_Growth_Management_Comments.pdf
Attachment: 8_Letter_to_City_Involvement.pdf

NW 16th Ave/NW 23rd Ave Resurfacing Project

The backup for this item has been distributed as a booklet.

July 12, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Southwest Alachua County Transportation Improvement District Fiscal Impact Analysis (Amended)

Amount
0.00

Description
Southwest Alachua County Transportation Improvement District Fiscal Impact Analysis is a report on the impact proposed development within the District will have on the provision of public services and the impact of allocating a percentage of future ad valorem general tax revenues to fund multi-modal transportation within the District.

Recommendation
Receive report and direct Staff to continue development of the Southwest Alachua County Transportation Improvement District, based on allocation of 30% between 2012 and 2025 and 25% between 2026 and 2035 of the increase in future general ad valorem tax revenue within the District, to fund multi-modal transportation in the District.

Alternative(s)
Receive report and direct Staff to continue development of the Southwest Alachua County Transportation Improvement District Ordinance with amended percentages of the increase in future general ad valorem tax revenue to fund multi-modal transportation.

Requested By
Steve Lachnicht

Originating Department
Growth Management

Attachment(s) Description
Southwest Alachua County Transportation Improvement District Fiscal Impact Analysis

Documents Requiring Action
Southwest Alachua County Transportation Improvement District Fiscal Impact Report

Executive Summary
The Board of County Commissioners (BOCC) has recently adopted Comprehensive Plan Amendment (CPA) 01-09, better known as the Mobility Plan that established Comprehensive Plan policies to allow for and promote mixed-use development and a multi-modal transportation system. As part of the Mobility Plan, the BOCC also adopted an Urban Service Area (CPA 06-10) that exempted Transit Oriented Developments (TOD) from the state Development of Regional Impact process and adopted a Multi-Modal Transportation Mitigation (MMTM) process that allowed development to pay a one-time contribution to mitigate its transportation impact. As part of the adoption of CPA 06-10, the Comprehensive Plan policies also established the process for designation of Transportation Concurrency Backlog Areas and Transportation Improvement District (FKA Transportation Special Districts). The intent of the Transportation Improvement District is to fund multi-modal transportation and encourage private entities to build Transit Oriented Developments. On May 10th, 2011, the BOCC directed Staff to develop a Southwest Transportation Improvement District that will be anchored by the Celebration Pointe Transit Oriented Development. A detailed fiscal analysis was conducted to assess the impact of the District on the provision of public services. The fiscal analysis demonstrated that development within the District will have a net positive fiscal impact for the County, even with the funding of the

multi-modal transportation improvements within the District. Based upon the results of the fiscal impact analysis, Staff request the BOCC receive the report and direct Staff to continue with development of the Southwest Alachua County Transportation Improvement District Ordinance.

Background

The Board of County Commissioners has recently adopted a Mobility Plan that established Comprehensive Plan policies to promote Transit Oriented Developments. In addition, the Mobility Plan established the ground work for a future multi-modal transportation system that promotes, walking, bicycling, transit ridership and motor vehicle travel. The Mobility Plan also established a alternative to transportation concurrency, known as the Multi-Modal Transportation Mitigation (MMTM) Program. The Board of County Commissioners also established an Urban Service Area consistent with Florida Statute 163.3180 that allowed for larger scale Transit Oriented Development to proceed without the need to go through the state Development of Regional Impact Process. The Urban Service Area policies established requirements for these large scale projects to front-end infrastructure improvements consistent with the Capital Improvements Element. In exchange for front-ending the improvements, large-scale developers could request to be reimbursed for expenditures above and beyond their MMTM through a Transportation Improvement District. A Transportation Improvement District is a Tax Increment Financing district in which the County dedicates a percentage of the increase in new ad valorem general tax revenue for parcels within the District over a set period of time to fund transportation infrastructure and transit operations within the district. The intent of Transportation Improvement Districts (TID) is to provide and fund viable mobility options for County residents, visitors and businesses and to promote a public / private partnership between the County and private entities seeking to build Transit Oriented Developments (TODs). Transit Oriented Developments, due to their mixture of uses, density and compact design generate significantly higher tax revenues compared to single use developments designed in a typical suburban fashion. The adoption of a TID would result in a percentage of new future general tax revenue, generated within a District anchored by a future TOD, being used to provide enhanced mobility through the funding of frequent transit service, multi-modal capital and infrastructure and providing backstop funding to reimburse the developer of a TOD if the developer constructs infrastructure that exceeds their required mitigation. County Staff is preparing a Southwest Alachua County Transportation Improvement District Ordinance. The Ordinance will establish the framework and process for the funding of multi-modal transportation in the District and entering into agreements with entities for the construction of infrastructure and funding of transit. The Southwest Alachua County Transportation Improvement District allocates 30% between 2012 and 2025 and 25% between 2026 and 2035 of the increase in future general ad valorem tax revenues for funding multi-modal transportation within the District. The percentage, rather than a set dollar amount, will allow the County to be flexible in the funding of improvements and adjust accordingly to reflect market conditions. If less development occurs or occurs at a slower pace than projected, then the time frames for provision of transit service and funding of infrastructure can be adjusted accordingly. Conversely, if more development occurs or occurs at a faster rate than projected, then the increased revenue can be used to provide the infrastructure in a timelier manner and provide the necessary transit service to accommodate demand. By 2035, the funding of multi-modal transportation within the District will amount to roughly 1% of the general ad valorem tax revenue for the County. The detailed fiscal impact analysis conducted clearly demonstrates that development within the District will have a net positive fiscal impact, even after funding the multi-modal transportation improvements in the District. Over the projection period, a total net operating surplus of approximately $33.7 million is generated. In addition to continuing to fund the Commission's programs at the existing level of service, the implementation of the Southwest TID will provide for capital infrastructure and transit service funding within the district. County Staff request that the BOCC receive the report and direct Staff to continue development of the Southwest Alachua County Transportation Improvement District.

Issues

The adoption of the Southwest Alachua County Transportation Improvement District Ordinance will direct a percentage of new future general tax revenue into specific trust funds for expenditure solely on transportation mobility improvements within the District. Those funds would not be available to pay for other public services.

Fiscal Recommendation

To continue to proceed with allocating 30% between 2012 and 2025 and 25% between 2026 and 2035 of the increase in future general ad valorem tax revenues within the District for the funding of multi-modal transportation improvements serving the District.

Fiscal Alternative(s)
To continue to proceed with allocating a different percentage of increase in future general ad valorem tax revenue over the 25 year period for the funding of transportation mobility improvements in the Southwest District.

Funding Sources
fiuture general ad valorem tax revenues

Account Code(s)
n/a

Attachment: SWAC_TransportationImprovementDistricts_FIA.pdf
Attachment: SW_TID_Fiscal_Impact_06302011.pdf
Attachment: SWAC_TransportationImprovementDistricts_FIA.pptx

Southwest Alachua County Transportation Improvement District Fiscal Impact Analysis

Prepared for the Alachua County Board of County Commissioners

Prepared by the Alachua County Growth Management Department and the Office of Management and Budget

July 12, 2011

Executive Summary

On May 10th, 2011, The Alachua County Board of County Commissioners directed Staff to develop a Transportation Improvement District (TID) in the vicinity of the SR 24 (Archer Road) and I-75 interchange with the expressed purpose of funding a list of transportation infrastructure projects and public transit service. This TID is to be funding by a portion of the general ad valorem tax increment realized between 2012 and 2035 within the specified Southwest District. The Board also directed staff to prepare a fiscal impact analysis of the proposed Southwest District TID in order to demonstrate what impact the dedication of revenues towards transportation would have on levels of service delivery of other County-delivered services, if any. Staff first prepared a review of available literature on both fiscal impact analysis in general and the economics of development in a dense urban form. Staff then utilized the Fishkind Fiscal Impact Analysis Model to explore several scenarios as directed.

The analysis demonstrates that the proposed Southwest TID, as proposed, has a net positive impact on the County's operating budget and does not adversely affect future levels of service. Over the projection period, a total net operating surplus of approximately $33.7 million is generated. In addition to continuing to fund the Commission's programs at the existing level of service, the implementation of the Southwest TID will provide for capital infrastructure and transit service funding within the district.

Staff reviewed two additional scenarios consistent with the Board's direction. Staff analyzed the same TID with a dedication of 50% of the tax increment. The results demonstrated that there was still enough operating revenue to cover the increased service needs of the new population within the development but the surplus was reduced to approximately $19.2 million. Additionally, Staff analyzed the Southwest TID in combination with a potential Northwest TID (to include Newberry Village, Santa Fe Village and Springhills). That analysis projects that in 2034, the final year of the TIDs, the amount of revenue being allocated towards mobility projects would be approximately 3.29% of all general ad valorem revenue collected.

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Southwest District TID Fiscal Impact Analysis Results

Purpose

The purpose of the following analysis is to demonstrate the net fiscal impact of dedicating a portion of the tax revenue increment realized through real estate development within the Southwest Transportation Improvement District (TID). Staff has proposed utilizing a portion of the tax increment generated in the proposed Southwest TID to fund transportation infrastructure and transit service. The preliminary analysis of the Southwest District TID conducted by Staff demonstrated that by placing 30% of the general ad valorem tax increment between 2012-2025 and 25% between 2025-2035 there would be sufficient funds to provide for the mobility projects in the Southwest TID that are beyond the direct responsibility of the Celebration Pointe Transit Oriented Development (TOD). The purpose of this study is to determine whether or not placing this revenue in a transportation trust fund adversely impacts the County's provision of services in the other areas of the budget during this time frame.

Tax Increment Financing

The TID proposes a specific set of transportation projects that would be funded by Tax Increment Financing (TIF). This financing option is similar to the way a Community Redevelopment Agency (CRA) is funded. Essentially, a TIF allows a jurisdiction to dedicate to specific spending priorities a percentage of any increase in general ad valorem tax revenue compared to a base year. So, for example, if a property covered by a TIF had a taxable value of $10,000 in the base year, it would generate $80 of taxes if the millage rate were 8.000. If in the next year the taxable value increased by 5%, the taxable value would $10,500. The taxes generated at the same millage rate would be $84.00. In our scenario, the increase in ad valorem tax is $4.00 and 25% of this is $1.00.

Methodology

Staff performed the analysis by utilizing the Fiscal Impact Analysis Model (FIAM) developed by Fishkind and Associates. The applicant for the Celebration Pointe Transit Oriented Development had previously retained Fishkind to prepare a market study which included a fiscal impact analysis. The analysis was updated using assumptions provided by Staff. These results were used by Staff to run various scenarios to test the model and its effectiveness as a tool in this case. The Fiscal Impact Analysis Model uses a modified *per capita* multiplier approach using inputs directly from the County's budget and a combination of local and statewide demographic statistics. The modification to a straight per capita approach is that population is broken into categories such as permanent residents, employees (including out of County commuters) and visitors.

Major Assumptions

This section includes information about the assumptions used in developing the Fiscal Impact Analysis for the Southwest Transportation Improvement District including:

- Development program for the district
- Overview of revenue assumptions
- Overview of expenditure assumptions

Development Assumptions

The development program for the Southwest TID is based, largely, upon the proposed development scenario for the Celebration Pointe Transit Oriented Development. In addition, Staff has anticipated some additional potential development within the District. This scenario does not include the redevelopment of any existing developed properties in the area. The development program is used to provide projections of demographic data, such as population, students and jobs.

The time frame for the development is 2012 (the proposed starting year of the TID) through 2035 (the year of expiration of the TID). Table 1, below, shows the breakdown of unit types developed in the District. This Table shows the number of new units in each category over the timeframes.

Table 1. Development Scenario by Type and Unit for Southwest TID, 2012-2035

	2012-2016	2017-2021	2022-2026	2027-2031	2032-2035	Total
Residential (cumulative units)						
MF-For Sale Condo	300	200	300	200	0	1,000
MF-Rental Apartments/TH	375	250	375	250	0	1,250
MF-ACLF/Nursing Home beds	200	100	100	100	0	500
Total Residential	**875**	**550**	**775**	**550**	**0**	**2,750**
Non-Residential (cumulative units 1,000 square feet))						
Office	45	55	150	100	0	350
Office Class A	90	30	0	0	0	120
Office Medical / Professional	15	15	0	0	0	30
Total Office	**150**	**100**	**150**	**100**	**0**	**500**
Retail – Community	0	45	140	100	0	285
Retail – Regional	150	50	0	0	0	200
Total Retail	150	95	140	100	0	485
Hotel (rooms)	100	200	100	100	0	500

Included in Table 2 are the development assumptions including number of households and jobs. The numbers included in the Table assume that all new residential development is fully occupied and all non-residential space is leased.

Table 2. Households, Population, and Employment for Southwest TID, 2012-2035

(End of Year Totals)	2012-2016	2017-2021	2022-2026	2027-2031	2032-2035	Total
Households	875	550	775	550	0	2,750
Population	2,013	1,265	1,782	1,265	0	6,325
Employment						
Office	467	329	500	333	0	1,629
Retail / Commercial	250	158	159	241	0	808
Hotel	50	100	50	50	0	250
Total Employees	**767**	**587**	**806**	**550**	**0**	**2,710**

Revenue and Cost Assumptions

Revenues

The base budget used in determining revenue assumptions was provided by the Alachua County Office of Management and Budget and is the working budget for the 2011-12 Fiscal Year. The following assumptions were used in determining revenues.

Market and Assessed Values:

Residential and non-residential market values are shown in Table 3. The assessed value shown in the table is assumed to be 87% of the market value. The homestead exemption utilized in the scenario is $50,000 and is applied to 60% of multi-family units that are for sale (condos and townhomes). These values were provided by the Alachua County Property Appraiser's Office and reflect values from existing similar development within Alachua County.

Table 3. Market Value, Taxable Value, and Homestead Exemption for Southwest TID

Development Type	Market Value	Assessed Value	Homestead Exemption
Multi-family for Sale	$200,000	$174,000	$50,000 for 60%
Multi-family for Rent	$80,000	$69,600	$0
Assisted Living Facility	$75,000	$65,250	$0
Hotel	$50,000	$43,500	$0
Office (>100,000 sq. ft.)	$200 per s.f.	$174 per s.f	N/A
Office (<100,000 sq. ft.)	$200 per s.f.	$174 per s.f.	N/A
Medical Office	$200 per s.f.	$174 per s.f.	N/A
Retail / Commercial	$200 per s.f.	$174 per s.f.	N/A

Property Tax Assumptions:

The total ad valorem property tax used in the scenario for Alachua County is 12.0488 mills (dollars per thousand dollars of value). This millage rate is the same as the adopted millage rates for Alachua County for the 2010-2011 fiscal year. No assumptions were made concerning the change in the millage rate during the time period of the study. The total millage rate has the following components:

Operating millage rates

- General Fund: $8.3763 per $1,000 of taxable value
- Municipal Services Taxing Unit for Unincorporated Services: $0.4124 per $1,000 of taxable value
- Municipal Services Taxing Unit for Fire Services: $1.3391 per $1,000 of taxable value
- Municipal Services Taxing Unit for Law Enforcement: $1.6710 per $1,000 of taxable value

Debt Service

- Debt Service for Bond: $0.25 per $1,000 of taxable value

Other Revenues

The Fiscal Impact Analysis for the Southwest TID also analyzed revenues other than ad valorem taxes. These other revenues include tourist tax, gasoline tax, sales tax, revenue sharing, and other fees that are charged by the County. The per capita amount for each of these revenues was analyzed historically using data from the 2002-2010 budget years. Using these historic data a growth model was developed. Generally, the growth in revenues was limited to 0.4% per year. The growth in each category of revenue is shown in Table 15 in Appendix A.

Expenditures

Expenditures related to the TID fall into one of two categories: operating or capital. The primary purpose of this study is to focus on the key operating expenditures that would be impacted by placing a portion of the general ad valorem tax increment within the district into a transportation trust fund. Operating expenditures were calculated for the TID based upon the County's existing and historic expenditure budget and are grown over time by a growth rate determined in the study. The growth in expenditures is generally grown by a rate of 1.5% per year. The growth rates for each category of expenditure can be seen in Table 15 in Appendix A.

Capital expenditures for some areas appear within the study. For recreation and fire services, which have dedicated capital revenue streams in the form of impact fees, the capital expenditures were included. For these two capital expenses, it is presumed that the impact fees paid by new development completely cover the capital expenses required to support that development. For transportation, it is assumed that the revenue generated through payment of the recently adopted Multi-modal Transportation Mitigation, coupled with the proposed Tax Increment Financing as part of the TID will completely cover the costs of any capital expenditures for transportation. This analysis does not project capital expenditures for general government, law enforcement, public buildings, etc that are not currently funded through the County's general fund.

In the literature review, above, Staff has documented several studies that describe various service delivery efficiencies related to dense mixed-use developments. In order to take the most

conservative approach to the study, Staff made a judgment to not include and "TOD efficiency factor" in the model.

Tax Increment Financing Assumptions

The FIAM does not include any increases in property values for those properties that are already developed. The TIF contribution is assumed to be 30% in the years 2012 through 2025 and 25% in the years 2026-2035.

Results and Findings

Fiscal impact analysis results and revenue and cost projections for Alachua County are presented in this section.

Primary Scenario Fiscal Impact Results

Fiscal impact results are derived using annual development projections and levels of service for operating revenues and costs, which are discussed elsewhere in this document. Results are shown in two ways:

1. Cumulative results are shown reflecting total operating revenues, expenditures, and net fiscal results over the timeframe of the TID.
2. Annual net results are discussed and show the fiscal impacts (annual operating revenues minus annual operating expenditures) from one year to the next over the projection period.

Cumulative Net Results

Cumulative figures reflect total revenues generated minus operating expenditures over the development timeframe (2012-2035) for each year of the TID. Cumulative revenues, expenditures and net results are shown in Table 4. Total operating revenue includes the general ad valorem tax as well as other revenues that the County generates from non-ad valorem sources (including gas tax, tourist development tax, permits and other fees). The Net Operating Impact is also calculated using only 95% of the Total Operating Revenue to provide an additional safety factor.

Also included in the Table is a comparison of the amount of money contributed to the TID through as a percent of total general ad valorem tax revenue. The TIF is valued at 30% of the new general ad valorem tax revenue from 2012 through 2025 and 25% from 2026 through 2035. Over the projection period, a total net operating surplus of approximately $33.7 million is generated. This represents an average of $1.47 million annually.

Table 4. Cumulative Fiscal Impacts for Southwest TID as proposed (30%-25% Tax Increment), 2012-2035

	Total
Total Operating Revenue	$120,524,518
Total Contribution to TID	$16,533,667
Operating Revenue for General Use	$103,990,851
Total Operating Cost	$70,252,739
Net Operating Impact	**$33,738,112**

Alternative 50% Scenario

The flexibility of the Fishkind model allows for different scenarios to be run by changing various assumptions. During the discussion of the tax increment proposals for the Southwest District, the Board requested that staff include in the fiscal analysis a scenario that would utilize 50% of the general ad valorem tax increment over the same time period for the TID. While Staff continues to recommend the 30% and 25% increments for the purposes of funding the projects in the Southwest TID, the results of that analysis of the 50% TIF scenario are shown in Table 5, below. The 50% TIF scenario demonstrates a net operating surplus of $19.2 million over the life of the TID, or an average of approximately $840,000 dollars annually.

Table 5. Cumulative Fiscal Impacts for Southwest TID with 50% Tax Increment, 2012-2035

	Total
Total Operating Revenue	$120,524,518
Total Contribution to TID	$31,035,404
Operating Revenue for General Use	$89,489,114
Total Operating Cost	$70,252,739
Net Operating Impact	**$19,236,375**

Single Family Only Scenario

In addition to scenarios that involve denser urban patterns such as TODs and TNDs, the Fishkind model allows for the modeling of development patterns that have been seen in Alachua County over the last 30 years. The Southwest TID does not include an activity center, so the only allowable development would be single family. Staff utilized a scenario where 600 single family detached homes were built in the TID. This represents a reasonable build-out utilizing existing Future Land Use designations as specified in the Comprehensive Plan. This scenario assumes that 95% of single family homes are eligible for the $50,000 homestead exemption and that the assessed value is 87% of the market value. All other assumptions of the model remained the same. The 600 units were split up to be 30% Low Range (Market Value = $140,000), 50% Medium Range (Market Value = 200,000) and 20% High Range (Market Value = $250,000).

Based upon this scenario, the net operating revenue over the life of the TIF is shown in Table 6. The average annual Net Operating Impact is -$8,517 per year.

Table 6. Cumulative Fiscal Impact for Southwest TID using Single-family Development Scenario, 2012-2035

	Total
Total Operating Revenue	$16,323,567
Total Contribution to TID	$2,276,060
Operating Revenue for General Use	$14,047,507
Total Operating Cost	$14,243,218
Net Operating Impact	**-$195,910**

Percentage of General Revenue Analysis

The Board of County Commissioners at the May 10th, 2011 public hearing for the Southwest Transportation Improvement District directed Staff to conduct an analysis that would illustrate the percentage of future general ad valorem tax revenue that potentially would be allocated to pay for multi-modal transportation improvements within the Southwest and a potential Northwest Transportation Improvement District. The analysis conducted by County Staff determined that between 2012 and 2035 an average of 2% of future general ad valorem tax revenues would be allocated for the funding of multi-modal transportation improvements. The percentage of general tax revenue allocated for transportation increases over the 22 year period from 0% in 2012 to a high of 3.29% in 2034. From 2012 to 2022, the range of general ad valorem tax revenues allocated for transportation ranges between 0% to 2%. From 2023 to 2032, the range of general ad valorem tax revenues allocated for transportation ranges between 2% to 3%. From 2033 to 2035, the average general ad valorem tax revenues allocated for transportation is 3.25%.

Methodology

The 1st step conducted for the impact analysis was to project general ad valorem tax revenues out to 2035. The base year analysis was 2011. The general ad valorem tax revenues were reduced by 2% for 2012. General ad valorem tax revenues were then conservatively increased based upon the following percentages:

- 2013 to 2015: 0.4% per year,
- 2016 to 2020: 0.6% per year,
- 2021 to 2025: 0.8% per year,
- 2026 to 2030: 1.0% per year,
- 2031 to 2035: 1.2% per year.

The results of the conservative analysis indicate that general ad valorem tax revenues increased from $95,657,802 in 2011 to $113,713,534 in 2035. Due to the 2% reduction in 2012 and the conservative growth assumptions, general ad valorem tax revenues did not reach 2011 levels until 2017, at which point revenues where projected at $96,015,992.

The 2nd step involved calculating the projected future tax revenues from the Transportation Improvement Districts. The extensive analysis of the Southwest Transportation Improvement District is included in the preceding sections of this document.

The BOCC requested that Staff conduct a similar analysis for the Northwest Improvement District. Staff indicated to the BOCC that more than a year has been spent on development of the Southwest Transportation Improvement District and that the requested analysis could not be

conducted in a timely manner, unless Staff was permitted to utilize the same assumptions that went into the analysis for the Southwest Transportation Improvement District. The BOCC agreed to allow Staff to utilize the same process to conduct a similar analysis for the Northwest District.

The boundaries for the Northwest District have not been identified and development potential is only based upon the Comprehensive Plan development allowances for Springhills, Santa Fe Village and Newberry Village. The analysis for the Northwest District is just a snap shot in time using generalized assumptions. A more detailed analysis will be required similar to that performed for the Southwest District before the Northwest District could be considered for approval.

The 3rd step was to determine the general ad valorem tax revenue that would be allocated for the funding of multi-modal transportation improvement projects within the District. Based upon the analysis conducted for the Southwest District, Staff recommended that the following percentages of general ad valorem tax revenues collected within the Districts be utilized:

- 2012 to 2025: 30%
- 2026 to 2035: 25%

The percentages above are based upon the specific list of projects, revenues and developer contributions identified in the Southwest District Background Analysis. The percentages for the Northwest District may differ based upon the future analysis to be conducted for the District.

The 4th step was to calculate combined future general tax revenues based on projected countywide ad valorem tax revenues and the projected tax revenues from the Transportation Improvement Districts.

The 5th step was to calculate the percentage of future general ad valorem tax revenues allocated for the funding of multi-modal transportation improvements. The results where based upon the annual dollars allocated for funding of the multi-modal transportation improvements divided by the total (combined) general ad valorem tax revenues.

Results

The following three analyses where conducted:

- Southwest Transportation Improvement District
- Northwest Transportation Improvement District
- Combined Southwest and Northwest District

The charts on the following three pages illustrate the percentage of future general ad valorem tax revenue for the entire County that could be allocated to fund multi-modal transportation improvements. The analysis conducted indicates that the tax revenue spent on multi-modal transportation in the Southwest District averages less than 1% and in the Northwest District averages less than 2% of the total general ad valorem tax revenue for the County. The analysis combining the tax revenue spent for both the Southwest and Northwest Districts less than 3% of the total general ad valorem tax revenue for the County will be spent on multi-modal transportation improvements during this time period. In 2035, the final year of the plans, approximately 3.25 percent of the total general ad valorem would be allocated towards mobility projects. Additional analysis will be required for the Northwest Transportation Improvement District. The BOCC would be allocating less than 1% of future general ad valorem tax revenues on multi-modal transportation improvements, should they adopt the Southwest Transportation Improvement District.

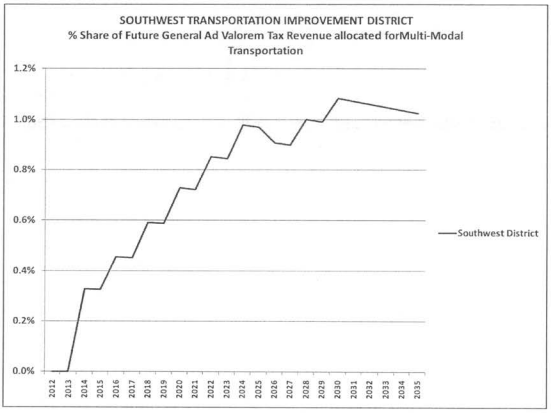

Figure 1. Share of Future Ad Valorem Tax Revenue, Southwest Transportation Improvement District, 2012-2035

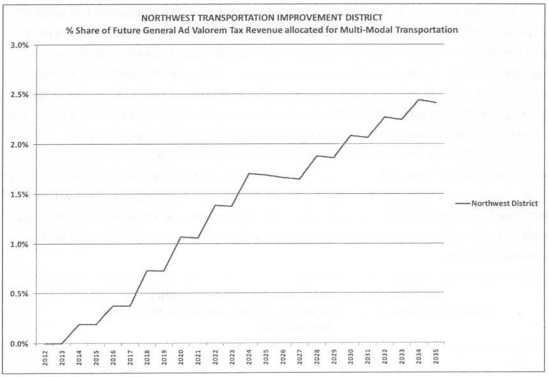

Figure 2. Share of Future Ad Valorem Tax Revenue, Northwest Transportation Improvement District, 2012-2035

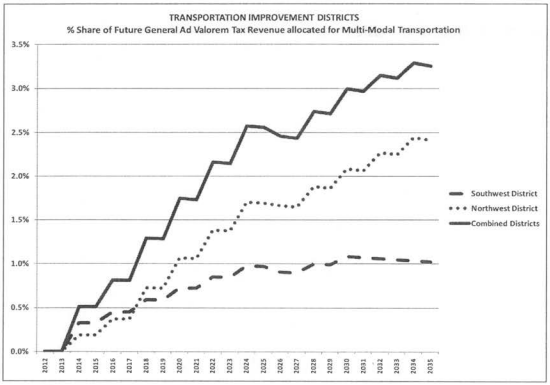

Figure 3. Share of General Ad Valorem Tax Revenue, All Transportation Improvement Districts, 2012-2035

Discussion

The preceding analysis demonstrates that based on the revenues generated and expenditure demands projected for the Southwest TID, that there is likely to be a positive net fiscal outcome for the operational budget of the County's general fund. Staff would like to stress that this analysis was based on a very specific development program for this district and should not be used to generalize about any other development scenario. Altering assumptions such as ratio of commercial to residential land uses, projected sales and taxable values, number of rental to sales units, etc would affect the outcome of the fiscal impact analysis. Additionally, the fiscal impact analysis conducted is based on current budgeting realities and cost sharing amongst the various governmental jurisdictions. Any alteration in federal or state levels of cost sharing or increases in demand for services could have a direct impact on the County's level of service and any fiscal analysis.

In the current economic condition it is important for the County and its private sector partners to be innovative in the funding of capital infrastructure while at the same time remaining cautious in terms of newly emerging fiscal realities.

Appendix A: Detailed Tables

Table 7. Southwest Transportation District Projected Revenue by Source, 2012-2025

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General Fund Ad Valorem Taxes-Property Value Taxes (1)	$0	$0	$103,385	$267,706	$678,310	$890,206	$895,547	$1,195,011	$1,202,181	$1,547,399	$1,556,684	$1,835,925	$1,846,941	$2,204,213
MSTU Ad Valorem Taxes-Property Value Taxes (1)	$0	$0	$60,346	$156,261	$395,933	$519,617	$522,735	$697,533	$701,719	$903,224	$908,644	$1,071,638	$1,078,068	$1,286,610
TIF Ad Valorem Taxes-Property Value Taxes (1)	$0	$0	$44,308	$114,731	$290,704	$381,517	$383,806	$512,147	$515,220	$663,171	$667,150	$786,825	$791,546	$944,663
Local Option Tourist Development Taxes (4)	$0	$0	$0	$30,145	$60,532	$60,773	$91,520	$122,509	$153,738	$185,209	$185,931	$186,654	$218,606	$250,799
Local Option Fuel Taxes (1)	$0	$5,015	$10,403	$23,930	$28,217	$28,330	$37,177	$37,323	$49,758	$49,953	$56,763	$56,984	$69,657	$69,925
Local Option Sales Taxes (1)	$0	$0	$5,991	$19,642	$33,402	$39,598	$47,458	$55,379	$65,771	$76,243	$85,153	$94,131	$104,829	$115,607
Utility Taxes (1)	$0	$17,479	$36,254	$83,395	$98,337	$98,728	$129,561	$130,072	$173,406	$174,085	$197,819	$198,588	$242,754	$243,691
Occupational Licenses (1)	$0	$480	$996	$2,292	$2,702	$2,713	$3,560	$3,575	$4,765	$4,784	$5,436	$5,457	$6,671	$6,697
Building Permits (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grants (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grants (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Revenue Sharing Proceeds (2)	$0	$6,355	$12,733	$24,947	$29,114	$29,167	$36,203	$36,269	$47,494	$47,580	$54,699	$54,798	$66,137	$66,256
Sales Tax - Half Cent	$0	$0	$13,819	$45,207	$76,711	$90,746	$108,526	$126,370	$149,768	$173,249	$193,093	$213,008	$236,728	$260,532
Gas Tax - Constitutional & County	$0	$87	$180	$412	$485	$486	$636	$637	$848	$850	$963	$965	$1,177	$1,179
Charges for Services (1)	$0	$13,197	$27,373	$62,966	$74,248	$74,544	$97,823	$98,209	$130,928	$131,441	$149,361	$149,941	$183,289	$183,995
Court Related Revenues (3)	$0	$433	$896	$1,881	$2,244	$2,248	$2,821	$2,826	$3,699	$3,706	$4,272	$4,280	$5,159	$5,169
Judgments, Fines and Forfeitures (3)	$0	$17	$36	$75	$89	$89	$112	$112	$147	$147	$170	$170	$205	$205
Interest and Other Earnings (1)	$0	$1,099	$2,280	$5,244	$6,183	$6,208	$8,147	$8,179	$10,904	$10,946	$12,439	$12,487	$15,264	$15,323
Rents and Royalties (1)	$0	$38	$79	$182	$214	$215	$282	$284	$378	$380	$431	$433	$529	$531
Miscellaneous Revenues (1)	$0	$2,749	$5,701	$13,115	$15,465	$15,526	$20,375	$20,455	$27,270	$27,377	$31,109	$31,230	$38,176	$38,323
Interfund Transfers (1)	$0	$12,268	$25,390	$58,277	$68,570	$68,695	$89,956	$90,119	$119,889	$120,106	$136,196	$136,442	$166,443	$166,743
Constitutional Excess Funds	$0	$2,297	$4,755	$10,913	$12,841	$12,864	$16,846	$16,876	$22,451	$22,492	$25,505	$25,551	$31,169	$31,225
Depreciation on Fixed Assets (1)	$0	$13,919	$28,807	$66,121	$77,799	$77,941	$102,064	$102,249	$136,026	$136,272	$154,528	$154,807	$188,846	$189,186
Balancing Revenue	$0	$1	$3	$6	$7	$7	$9	$9	$12	$12	$14	$14	$17	$17
Total Revenues	$0	$75,435	$383,734	$987,449	$1,952,108	$2,400,217	$2,595,163	$3,256,145	$3,516,372	$4,278,626	$4,426,362	$5,020,330	$5,292,212	$6,080,889

Table 8. Southwest Transportation District Projected Revenue by Source, 2026-2035

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
General Fund Ad Valorem Taxes-Property Value Taxes (1)	$2,375,827	$2,686,265	$2,702,383	$3,063,725	$3,082,107	$3,439,148	$3,459,782	$3,480,541	$3,501,424	$3,522,433
MSTU Ad Valorem Taxes-Property Value Taxes (1)	$1,294,329	$1,463,453	$1,472,234	$1,669,090	$1,679,104	$1,873,617	$1,884,859	$1,896,168	$1,907,545	$1,918,990
TIF Ad Valorem Taxes-Property Value Taxes (1)	$791,942	$895,422	$900,794	$1,021,242	$1,027,369	$1,146,383	$1,153,261	$1,160,180	$1,167,141	$1,174,144
Local Option Tourist Development Taxes (4)	$251,763	$252,726	$253,690	$254,654	$287,570	$320,726	$321,931	$323,135	$324,340	$325,544
Local Option Fuel Taxes (1)	$76,912	$77,207	$87,790	$88,123	$97,652	$98,020	$98,388	$98,756	$99,124	$99,492
Local Option Sales Taxes (1)	$124,798	$134,056	$143,381	$152,773	$163,924	$175,155	$175,813	$176,471	$177,128	$177,786
Utility Taxes (1)	$268,040	$269,066	$305,948	$307,110	$340,317	$341,599	$342,882	$344,165	$345,448	$346,731
Occupational Licenses (1)	$7,366	$7,394	$8,408	$8,440	$9,352	$9,387	$9,423	$9,458	$9,493	$9,528
Building Permits (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grants (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grants (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Revenue Sharing Proceeds (2)	$73,459	$73,591	$85,043	$85,195	$92,482	$92,647	$92,811	$92,976	$93,140	$93,305
Sales Tax - Half Cent	$280,671	$300,882	$321,162	$341,513	$365,710	$389,991	$390,684	$391,376	$392,069	$392,762
Gas Tax - Constitutional & County	$1,295	$1,297	$1,472	$1,474	$1,630	$1,633	$1,636	$1,639	$1,642	$1,645
Charges for Services (1)	$202,380	$203,155	$231,002	$231,879	$256,952	$257,920	$258,889	$259,858	$260,826	$261,795
Court Related Revenues (3)	$5,742	$5,752	$6,623	$6,635	$7,232	$7,245	$7,258	$7,271	$7,284	$7,297
Judgments, Fines and Forfeitures (3)	$228	$229	$263	$264	$288	$288	$289	$289	$290	$290
Interest and Other Earnings (1)	$16,854	$16,919	$19,238	$19,311	$21,399	$21,480	$21,560	$21,641	$21,722	$21,802
Rents and Royalties (1)	$584	$587	$667	$670	$742	$745	$748	$750	$753	$756
Miscellaneous Revenues (1)	$42,152	$42,314	$48,114	$48,296	$53,518	$53,720	$53,922	$54,124	$54,325	$54,527
Interfund Transfers (1)	$183,029	$183,357	$208,070	$208,442	$230,520	$230,930	$231,340	$231,750	$232,160	$232,571
Constitutional Excess Funds	$34,275	$34,337	$38,964	$39,034	$43,168	$43,245	$43,322	$43,399	$43,476	$43,552
Depreciation on Fixed Assets (1)	$207,665	$208,037	$236,076	$236,498	$261,547	$262,012	$262,478	$262,943	$263,409	$263,874
Balancing Revenue	$19	$19	$22	$22	$24	$24	$24	$24	$24	$25
Total Revenues	$6,239,332	$6,856,063	$7,071,343	$7,784,388	$8,022,607	$8,765,915	$8,811,299	$8,856,915	$8,902,765	$8,948,850

Transportation Improvement District Fiscal Impact Analysis

Table 9. Southwest Transportation Improvement District Expenditures by Area, 2012-2025

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Legislative-General (1)	$0	$700	$1,469	$3,416	$4,073	$4,134	$5,483	$5,562	$7,491	$7,596	$8,718	$8,837	$10,906	$11,051
Executive-General (1)	$0	$2,833	$5,945	$13,829	$16,487	$16,733	$22,193	$22,514	$30,323	$30,749	$35,288	$35,770	$44,144	$44,731
Financial and Administrative (1)	$0	$5,039	$10,572	$24,593	$29,321	$29,757	$39,487	$40,037	$53,925	$54,682	$62,754	$63,612	$78,503	$79,548
Legal Counsel (1)	$0	$1,154	$2,422	$5,635	$6,718	$6,818	$9,042	$9,173	$12,355	$12,528	$14,378	$14,574	$17,986	$18,226
Comprehensive Planning (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Debt Service Payments (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other General Government (1)	$0	$21,445	$44,992	$104,663	$124,783	$126,641	$167,962	$170,391	$229,493	$232,718	$267,068	$270,719	$334,096	$338,541
Law Enforcement (1)	$0	$820	$1,704	$3,924	$4,632	$4,656	$6,117	$6,148	$8,206	$8,247	$9,382	$9,429	$11,538	$11,595
Fire Control (1)	$0	$15,619	$32,436	$74,899	$88,186	$88,640	$116,455	$117,048	$156,219	$157,006	$178,509	$179,500	$219,660	$220,745
Detention/Corrections (1)	$0	$5,188	$10,773	$24,810	$29,289	$29,440	$38,678	$38,875	$51,885	$52,146	$59,321	$59,617	$72,955	$73,316
Protective Inspections (1)	$0	$634	$1,316	$3,031	$3,578	$3,597	$4,725	$4,750	$6,339	$6,371	$7,248	$7,284	$8,913	$8,957
Emergency and Disaster Relief (1)	$0	$261	$543	$1,250	$1,475	$1,483	$1,948	$1,958	$2,613	$2,626	$2,988	$3,003	$3,674	$3,692
Medical Examiners, Other Public Safety (1)	$0	$16,434	$34,128	$78,596	$92,786	$93,264	$122,530	$123,154	$164,368	$165,196	$187,926	$188,864	$231,119	$232,261
Garbage/Solid Waste (1)	$0	$78	$163	$380	$453	$460	$610	$619	$833	$845	$970	$983	$1,213	$1,229
Water/Sewer Services (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Conservation/Resource Management (1)	$0	$3,103	$6,510	$15,144	$18,055	$18,324	$24,303	$24,654	$33,206	$33,673	$38,643	$39,171	$48,341	$49,084
Flood Control/Stormwater Control (1)	$0	$173	$363	$845	$1,007	$1,022	$1,356	$1,375	$1,852	$1,878	$2,156	$2,186	$2,697	$2,732
Other Physical Environment (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Road/Street Facilities (1)	$0	$12,064	$25,310	$58,879	$70,197	$71,242	$94,488	$95,854	$129,102	$130,916	$150,240	$152,294	$187,946	$190,447
Mass Transit (1)	$0	$1,276	$2,677	$6,228	$7,425	$7,536	$9,995	$10,139	$13,656	$13,848	$15,892	$16,109	$19,880	$20,145
Other Transportation (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Industry Development (1)	$0	$240	$503	$1,171	$1,396	$1,417	$1,879	$1,906	$2,568	$2,604	$2,988	$3,029	$3,738	$3,788
Veterans Services (2)	$0	$37	$76	$151	$179	$181	$228	$231	$307	$311	$362	$367	$448	$454
Housing and Urban Development (2)	$0	$3,012	$6,118	$12,149	$14,366	$14,580	$18,329	$18,594	$24,651	$24,997	$29,084	$29,481	$35,996	$36,475
Other Economic Development (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Health (2)	$0	$6,728	$13,665	$27,133	$32,085	$32,563	$40,936	$41,528	$55,056	$55,830	$64,956	$65,844	$80,395	$81,465
Mental Health (2)	$0	$1,543	$3,135	$6,224	$7,360	$7,470	$9,390	$9,526	$12,629	$12,807	$14,900	$15,104	$18,442	$18,687
Public Assistance (2)	$0	$3,644	$7,402	$14,697	$17,379	$17,638	$22,173	$22,494	$29,821	$30,240	$35,183	$35,664	$43,546	$44,125
Developmental Disabilities (2)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Human Services (2)	$0	$3,477	$7,063	$14,025	$16,584	$16,831	$21,159	$21,465	$28,457	$28,857	$33,574	$34,033	$41,554	$42,107
Parks/Recreation (2)	$0	$2,429	$4,934	$9,797	$11,585	$11,757	$14,780	$14,994	$19,878	$20,156	$23,453	$23,773	$29,027	$29,414
Cultural Services (2)	$0	$62	$125	$248	$294	$298	$375	$380	$504	$511	$594	$603	$736	$746
Interfund Transfers Out (1)	$0	$93,724	$196,587	$457,203	$544,963	$552,952	$733,212	$743,654	$1,001,387	$1,015,253	$1,164,879	$1,180,574	$1,456,660	$1,475,793
Other Non-Operating Disbursements (1)	$0	$11,229	$23,552	$54,775	$65,289	$66,247	$87,843	$89,094	$119,971	$121,633	$139,556	$141,439	$174,518	$176,808
Clerk of Court & Court Administration (3)	$0	$8,824	$18,513	$39,395	$47,618	$48,327	$61,437	$62,325	$82,584	$83,746	$97,713	$99,049	$120,789	$122,397
Balancing Expenditure	$0	$168	$352	$818	$974	$997	$1,308	$1,325	$1,782	$1,804	$2,068	$2,094	$2,581	$2,612
Total Expenditures	$0	$221,939	$463,348	$1,057,707	$1,258,539	$1,274,993	$1,678,400	$1,699,768	$2,291,460	$2,309,777	$2,650,892	$2,683,004	$3,302,024	$3,341,072

Table 10. Southwest Transportation Improvement District Expenditures by Area, 2026-2035

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Legislative-General (1)	$12,267	$12,426	$14,266	$14,436	$16,136	$16,335	$16,533	$16,732	$16,931	$17,130
Executive-General (1)	$49,656	$50,300	$57,706	$58,435	$65,314	$66,119	$66,924	$67,729	$68,533	$69,338
Financial and Administrative (1)	$88,306	$89,451	$102,632	$103,918	$116,152	$117,583	$119,014	$120,446	$121,877	$123,308
Legal Counsel (1)	$20,232	$20,494	$23,512	$23,809	$26,612	$26,940	$27,268	$27,596	$27,924	$28,252
Comprehensive Planning (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Debt Service Payments (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other General Government (1)	$375,814	$380,684	$436,739	$442,257	$494,320	$500,411	$506,502	$512,593	$518,684	$524,775
Law Enforcement (1)	$12,798	$12,830	$14,604	$14,675	$16,278	$16,357	$16,435	$16,513	$16,591	$16,669
Fire Control (1)	$243,062	$244,251	$278,023	$279,370	$309,898	$311,365	$312,872	$314,359	$315,846	$317,333
Detention/Corrections (1)	$80,728	$81,123	$92,340	$92,787	$102,926	$103,420	$103,914	$104,408	$104,901	$105,395
Protective Inspections (1)	$9,863	$9,911	$11,282	$11,336	$12,575	$12,635	$12,696	$12,756	$12,816	$12,877
Emergency and Disaster Relief (1)	$4,066	$4,086	$4,651	$4,673	$5,184	$5,209	$5,234	$5,258	$5,283	$5,308
Medical Examiners, Other Public Safety (1)	$255,741	$256,993	$292,527	$293,944	$326,064	$327,628	$329,193	$330,757	$332,322	$333,886
Garbage/Solid Waste (1)	$1,365	$1,382	$1,586	$1,606	$1,795	$1,817	$1,839	$1,861	$1,883	$1,905
Water/Sewer Services (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Conservation/Resource Management (1)	$54,377	$55,082	$63,193	$63,991	$71,524	$72,406	$73,287	$74,168	$75,050	$75,931
Flood Control/Stormwater Control (1)	$3,033	$3,073	$3,525	$3,570	$3,990	$4,039	$4,088	$4,137	$4,186	$4,236
Other Physical Environment (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Road/Street Facilities (1)	$211,415	$214,155	$245,689	$248,793	$278,081	$281,508	$284,934	$288,361	$291,787	$295,214
Mass Transit (1)	$22,363	$22,653	$25,988	$26,316	$29,414	$29,777	$30,139	$30,502	$30,864	$31,227
Other Transportation (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Industry Development (1)	$4,205	$4,259	$4,887	$4,948	$5,531	$5,599	$5,667	$5,735	$5,803	$5,872
Veterans Services (2)	$509	$516	$592	$610	$689	$678	$686	$694	$702	$710
Housing and Urban Development (2)	$40,898	$41,428	$48,402	$49,013	$53,773	$54,436	$55,098	$55,761	$56,424	$57,086
Other Economic Development (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Health (2)	$91,344	$92,528	$108,102	$109,468	$120,099	$121,579	$123,059	$124,539	$126,019	$127,498
Mental Health (2)	$20,953	$21,225	$24,797	$25,110	$27,549	$27,889	$28,228	$28,568	$28,907	$29,246
Public Assistance (2)	$49,476	$50,117	$58,553	$59,293	$65,051	$65,853	$66,654	$67,456	$68,257	$69,059
Developmental Disabilities (2)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Human Services (2)	$47,213	$47,825	$55,875	$56,581	$62,076	$62,841	$63,606	$64,371	$65,136	$65,901
Parks/Recreation (2)	$32,980	$33,408	$39,031	$39,524	$43,363	$43,897	$44,431	$44,966	$45,500	$46,034
Cultural Services (2)	$836	$847	$989	$1,002	$1,099	$1,113	$1,126	$1,140	$1,153	$1,167
Interfund Transfers Out (1)	$1,637,981	$1,658,923	$1,902,873	$1,926,595	$2,163,052	$2,179,239	$2,205,427	$2,231,615	$2,257,802	$2,283,990
Other Non-Operating Disbursements (1)	$196,239	$198,748	$227,974	$230,816	$257,947	$261,084	$264,222	$267,359	$270,496	$273,634
Clerk of Court & Court Administration (3)	$137,511	$139,294	$162,137	$164,185	$180,882	$183,111	$185,340	$187,569	$189,798	$192,027
Balancing Expenditure	$2,897	$2,931	$3,359	$3,398	$3,794	$3,837	$3,880	$3,922	$3,965	$4,008
Total Expenditures	$3,708,096	$3,750,841	$4,305,823	$4,364,480	$4,851,149	$4,904,722	$4,958,296	$5,011,869	$5,065,442	$5,119,016

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For Table 11 and Table 12, Line 1 illustrates the total incremental operating revenue generated in each year within the Southwest TID. Lines 2, 3, and 4 are the components of Line 1. Line 5 is the contribution of general fund revenue to the TIF for the TID. Line 6 is the total incremental operating expenditures for the Southwest TID. Line 7, Net Fiscal Impact of Operations, represents

Line 1 – Line 5 – Line 6.

Table 11. Operating Revenues and Expenditures Summary for Southwest Transportation Improvement District, 2012-2025

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total Operating Revenues Generated	$0	$75,435	$383,734	$987,449	$1,952,108	$2,400,217	$2,595,163	$3,256,145	$3,516,372	$4,278,626	$4,426,362	$5,020,330	$5,292,212	$6,080,889
General Ad Valorem Taxes	$0	$0	$103,385	$267,706	$678,310	$890,206	$895,547	$1,195,011	$1,202,181	$1,547,399	$1,556,684	$1,835,925	$1,846,941	$2,204,213
MSTU Ad Valorem Taxes	$0	$0	$60,346	$156,261	$396,933	$519,617	$522,735	$697,533	$701,719	$903,224	$908,544	$1,071,638	$1,078,068	$1,286,610
Other Revenues	$0	$75,435	$220,003	$563,481	$877,864	$990,395	$1,176,881	$1,363,601	$1,612,472	$1,828,003	$1,961,035	$2,112,766	$2,367,203	$2,590,067
Contribution to TID TIF	$0	$0	$44,308	$114,731	$290,704	$381,517	$383,806	$512,147	$515,220	$663,171	$667,150	$786,825	$791,546	$944,663
Total Operating Expenditures Generated	$0	$221,939	$463,348	$1,057,707	$1,258,539	$1,274,993	$1,678,400	$1,699,768	$2,281,460	$2,309,777	$2,650,892	$2,683,004	$3,302,024	$3,341,072
Net Fiscal Impact of Operations	$0	-$146,504	-$123,921	-$184,990	$402,865	$743,708	$532,857	$1,044,230	$719,691	$1,305,678	$1,108,320	$1,550,500	$1,198,641	$1,795,154

Table 12. Operating Revenues and Expenditures Summary for Southwest Transportation Improvement District, 2026-2035

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Operating Revenues Generated	$6,239,332	$6,856,063	$7,071,343	$7,784,388	$8,022,607	$8,765,915	$8,811,299	$8,856,915	$8,902,765	$8,948,850
General Ad Valorem Taxes	$2,375,827Fo	$2,686,265	$2,702,383	$3,063,725	$3,082,107	$3,439,148	$3,459,782	$3,480,541	$3,501,424	$3,522,433
MSTU Ad Valorem Taxes	$1,294,329	$1,463,453	$1,472,234	$1,669,090	$1,679,104	$1,873,817	$3,459,782	$3,480,541	$3,501,424	$3,522,433
Other Revenues	$2,569,176	$2,706,345	$2,896,727	$3,051,574	$3,261,396	$3,453,151	$3,466,658	$3,480,206	$3,493,796	$3,507,427
Contribution to TID TIF	$791,842	$895,422	$900,794	$1,021,242	$1,027,369	$1,146,383	$1,153,261	$1,160,180	$1,167,141	$1,174,144
Total Operating Expenditures Generated	$3,708,098	$3,750,941	$4,305,823	$4,354,460	$4,851,149	$4,904,722	$4,958,296	$5,011,869	$5,065,442	$5,119,016
Net Fiscal Impact of Operations	$1,739,292	$2,209,700	$1,864,725	$2,408,686	$2,144,089	$2,714,811	$2,699,743	$2,684,866	$2,670,181	$2,655,690

Table 13. Historic Revenues and Expenditures by Category and Population Data for Alachua County, 2002-2010

	2002	2003	2004	2005	2006	2007	2008	2009	2010
Revenues									
Ad Valorem Taxes	$79,147,088	$81,628,552	$72,594,142	$88,945,780	$99,861,173	$117,449,998	$114,503,769	$112,086,310	$117,445,471
Other Taxes, Licenses and Permits	$36,708,402	$20,857,835	$26,736,727	$28,673,151	$33,333,582	$34,196,894	$35,361,668	$38,310,315	$41,197,828
Federal Grants	$2,081,895	$5,032,546	$2,084,381	$4,917,903	$1,766,737	$1,667,357	$2,891,663	$3,258,007	$3,903,102
State and Other Sources	$26,583,231	$25,999,744	$26,995,906	$27,653,003	$34,917,752	$38,593,879	$29,960,779	$27,404,489	$25,067,962
Charges for Services	$27,781,439	$30,397,419	$23,868,907	$35,983,304	$40,708,423	$44,989,430	$47,129,751	$48,901,382	$48,883,360
Fines & Forfeits	$2,257,660	$2,290,698	$1,925,717	$1,067,287	$1,058,656	$998,495	$666,202	$613,393	$683,445
Special Assessment & Impact Fees	$5,666,405	$6,372,119	$5,978,852	$6,899,329	$8,948,339	$10,557,058	$10,167,811	$11,678,183	$12,226,694
Other Miscellaneous Revenues	$7,036,695	$5,363,003	$4,943,603	$5,216,830	$7,682,507	$10,517,011	$8,769,758	$8,955,563	$10,043,360
Other Sources/Transfers	$92,269,374	$94,734,219	$48,927,407	$45,189,880	$78,010,769	$120,218,241	$73,233,901	$55,931,249	$27,030,521
Court Related Revenues	$3,948,100	$5,269,569	$4,466,683	$2,512,477	$2,789,997	$2,754,002	$2,785,945	$2,468,371	$2,152,641
Total	$279,530,189	$277,945,804	$218,544,324	$247,058,744	$309,079,935	$381,942,464	$325,491,247	$309,627,263	$288,634,583
Expenditures									
General Government	$45,368,593	$40,314,460	$30,248,183	$32,839,787	$47,676,028	$48,577,633	$52,532,207	$52,858,890	$54,750,047
Public Safety	$62,356,307	$76,725,658	$21,809,384	$29,832,113	$32,410,667	$35,052,934	$44,176,612	$40,223,195	$37,091,598
Physical Environment	$18,493,531	$17,222,971	$22,245,768	$21,079,927	$45,044,517	$24,281,750	$28,529,633	$23,807,872	$26,801,404
Transportation	$9,137,213	$8,738,775	$7,399,763	$9,879,602	$15,578,908	$22,894,018	$24,330,264	$20,097,982	$18,939,733
Economic Environment	$2,099,753	$2,365,200	$1,941,458	$2,509,529	$4,718,108	$8,363,871	$8,317,367	$6,313,078	$7,136,688
Human Services	$7,658,828	$8,394,713	$8,076,277	$9,213,302	$12,973,283	$14,445,526	$15,654,785	$18,299,134	$19,697,877
Cultural/Recreation	$12,443,329	$1,710,558	$1,427,651	$1,398,912	$1,907,092	$2,052,055	$2,534,294	$5,485,529	$4,637,067
Debt Service	$10,693,361	$6,005,448	$8,754,578	$6,034,916	$6,288,200	$8,302,942	$11,628,199	$10,828,111	$19,578,057
Other Uses/Transfers	$91,791,121	$94,734,219	$87,194,131	$98,951,390	$105,477,031	$165,041,400	$124,753,444	$102,873,937	$95,717,328
Court Related Expenditures	$23,952,167	$16,792,538	$21,309,225	$5,679,333	$7,943,005	$9,172,540	$9,054,552	$9,107,382	$8,611,482
Total	$258,042,046	$273,004,540	$210,406,398	$217,416,812	$280,016,839	$338,164,670	$319,511,357	$289,894,110	$292,961,282
Total Population	223,994	225,862	228,346	231,849	237,199	240,196	242,133	243,574	247,336

Revenue and Expenditure data generated from documents provided by Alachua County Office of Management and Budget, http://www.alachuacounty.us/Depts/OMB/Pages/BudgetsbyYear.aspx.

Population data from University of Florida Bureau of Economic and Business Research, http://www.bebr.ufl.edu/.

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Table 14. Historic Per Capita Revenues and Expenditures for Alachua County 2002-2010

	2002	2003	2004	2005	2006	2007	2008	2009	2010
Revenues									
Ad Valorem Taxes	$353.34	$361.41	$317.91	$383.64	$421.00	$488.98	$472.90	$460.17	$474.84
Other Taxes, Licenses and Permits	$163.87	$92.35	$117.10	$123.67	$140.53	$142.37	$146.04	$157.28	$166.57
Federal Grants	$9.29	$22.28	$9.13	$21.21	$7.46	$6.94	$11.94	$13.38	$15.78
State and Other Sources	$118.88	$115.11	$118.22	$119.27	$147.21	$160.88	$123.74	$112.51	$101.35
Charges for Services	$124.03	$134.58	$104.82	$155.20	$171.62	$187.30	$194.64	$200.77	$197.64
Fines & Forfeits	$10.08	$10.14	$8.43	$4.80	$4.46	$4.16	$2.83	$2.52	$2.76
Special Assessment & Impact Fees	$25.30	$28.21	$26.18	$29.76	$37.73	$43.95	$41.99	$47.95	$49.43
Other Miscellaneous Revenues	$31.41	$23.74	$21.65	$22.50	$32.39	$43.79	$36.22	$36.77	$40.61
Other Sources/Transfers	$411.93	$419.43	$214.27	$194.91	$328.88	$500.50	$302.45	$229.63	$109.29
Court Related Revenues	$17.63	$23.33	$19.56	$10.84	$11.76	$11.47	$11.51	$10.22	$8.70
Total	$1,247.94	$1,230.60	$957.08	$1,065.60	$1,303.04	$1,590.13	$1,344.27	$1,271.18	$1,166.97
Expenditures									
General Government	$202.54	$178.49	$132.47	$141.64	$201.00	$202.24	$216.96	$217.01	$221.36
Public Safety	$278.38	$339.70	$95.51	$128.67	$136.64	$145.93	$182.45	$165.14	$149.96
Physical Environment	$73.63	$76.25	$97.42	$90.92	$189.90	$101.01	$117.83	$97.74	$108.36
Transportation	$40.79	$38.69	$32.41	$42.61	$65.68	$95.31	$100.48	$82.51	$76.57
Economic Environment	$9.37	$10.47	$8.50	$10.82	$19.89	$34.82	$26.09	$26.92	$28.85
Human Services	$34.19	$37.17	$35.37	$39.74	$54.69	$60.14	$64.65	$75.13	$79.64
Cultural/Recreation	$55.55	$7.57	$6.25	$6.03	$8.04	$8.54	$10.47	$22.52	$18.75
Debt Service	$47.74	$26.59	$38.34	$26.03	$26.51	$34.57	$48.02	$44.46	$79.16
Other Uses/Transfers	$409.79	$419.43	$381.85	$426.79	$444.68	$687.11	$515.23	$422.35	$386.99
Court Related Expenditures	$106.93	$74.35	$93.32	$24.50	$33.49	$38.19	$37.39	$37.39	$34.82
Total	$1,152.00	$1,208.72	$921.44	$937.76	$1,180.51	$1,407.87	$1,319.57	$1,190.17	$1,184.47

Table 15. Percent Change in Revenues and Expenditures, Average Annual Change, Actual Growth, and Adjusted Annual Change, 2002-2010

	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	Average Annual Change	Actual Growth	Adjusted Annual Change *
Revenues											
Ad Valorem Taxes	2.3%	-12.0%	20.7%	9.7%	16.1%	-3.3%	-2.7%	3.2%	4.3%	3.8%	0.4%
Other Taxes, Licenses and Permits	-43.8%	26.8%	5.8%	13.6%	1.3%	2.8%	7.7%	5.9%	2.5%	0.2%	0.4%
Federal Grants	139.7%	-59.0%	132.4%	-64.8%	-6.9%	72.0%	12.0%	18.0%	30.4%	6.8%	0.4%
State and Other Sources	-3.0%	2.7%	0.9%	23.4%	9.1%	-23.0%	-9.1%	-9.9%	-1.1%	-2.0%	0.2%
Charges for Services	8.5%	-22.3%	48.4%	10.6%	9.1%	3.9%	3.1%	-1.6%	7.5%	6.0%	0.4%
Fines & Forfeits	0.6%	-16.8%	-45.4%	-3.0%	-6.9%	-31.8%	-11.1%	9.7%	-13.1%	-14.9%	0.2%
Special Assessment & Impact Fees	11.5%	-7.2%	13.7%	26.8%	16.5%	-4.5%	14.2%	3.1%	9.3%	8.7%	0.4%
Other Miscellaneous Revenues	-24.4%	-8.8%	3.9%	43.9%	35.2%	-17.3%	1.5%	10.4%	5.6%	3.3%	0.4%
Other Sources/Transfers	1.8%	-48.9%	-9.0%	68.7%	52.2%	-39.6%	-24.1%	-52.4%	-6.4%	-15.3%	0.2%
Court Related Revenues	32.4%	-16.2%	-44.8%	8.5%	-2.5%	0.4%	-11.2%	-14.8%	-6.0%	-8.4%	0.2%
Total	-1.4%	-22.2%	11.3%	22.3%	22.0%	-15.5%	-5.4%	-8.2%	0.4%	-0.8%	0.3%
Expenditures											
General Government	-11.9%	-25.8%	5.9%	41.9%	0.6%	7.3%	0.0%	2.0%	2.6%	1.1%	1.6%
Public Safety	22.0%	-71.9%	34.7%	6.2%	6.8%	25.0%	-9.5%	-9.2%	0.5%	-7.4%	0.5%
Physical Environment	3.6%	27.8%	-6.7%	108.9%	-46.8%	16.7%	-17.0%	10.9%	12.1%	4.9%	1.6%
Transportation	-5.2%	-16.2%	31.5%	54.1%	45.1%	5.4%	-17.9%	-7.2%	11.2%	8.2%	1.6%
Economic Environment	11.7%	-18.8%	27.3%	83.8%	75.1%	-25.1%	-0.7%	11.3%	20.6%	15.1%	1.6%
Human Services	8.7%	-4.8%	12.4%	37.6%	10.0%	7.5%	16.2%	6.0%	11.7%	11.1%	1.6%
Cultural/Recreation	-86.4%	-17.4%	-3.5%	33.3%	6.3%	22.5%	115.2%	-16.8%	6.6%	-12.7%	1.6%
Debt Service	-44.3%	44.2%	-32.1%	1.8%	30.4%	38.9%	-7.4%	78.0%	13.7%	6.5%	1.6%
Other Uses/Transfers	2.4%	-9.0%	11.8%	4.2%	54.5%	-26.0%	-18.0%	-8.4%	1.6%	-0.7%	1.6%
Court Related Expenditures	-30.5%	25.5%	-73.8%	36.7%	14.0%	-2.1%	0.0%	-6.9%	-4.6%	-13.1%	0.7%
Total	4.9%	-23.8%	1.8%	25.9%	19.3%	-6.3%	-9.8%	-0.5%	1.4%	0.3%	1.6%

Appendix B: Fiscal Impact Analysis Literature Review

The purpose of a fiscal impact analysis is to estimate the fiscal effects of local land use and development policies on the costs and revenues of the local government providing services. The analysis is generally based on the fiscal characteristics of the community (e.g., revenues, expenditures, and land values) and characteristics of the development area (e.g., type of land uses proposed). New development not only generates additional tax revenue and fees, but it also requires local governments to expand infrastructure and provide additional services. Fiscal impact analysis enables local governments to estimate the differences between the costs of providing services to a new development proposal and the revenues that it will generate, thereby predicting the net fiscal effect on the local government.

While fiscal impact analysis can be a useful tool for estimating the net fiscal impacts to local government of proposed land use policies or developments, its limitations as a decision tool for local government should also be recognized. Fiscal impact analysis generally considers only the impacts on a jurisdiction's budget and does not consider social or environmental costs and benefits which may be of significant value to citizens. Projects with a negative net fiscal impact could have potential non-financial benefits and be in the best interest of the community to pursue. Additionally, there is not a single standard method for performing fiscal impact analysis, which leads to varying methods and potentially unreliable results. There is also a high degree of subjectivity that goes into defining the assumptions and data which forms the basis of the analysis. Further, a development area (such as the Southwest Transportation Improvement District) is sometimes serviced by more than one government agency, but the impacts on these other jurisdictions are typically not included in the fiscal impact analysis. Given these limitations, fiscal impact analysis should not be the only tool used to assess the impact of new development on the long term sustainability of the community. (Mucha, 2007)

There are essentially 6 standard approaches to fiscal impact analysis, as outlined in Burchell and Listokin's seminal work on the subject, *The Fiscal Impact Handbook* (1978). These include Per-Capita Multiplier, Case Study, Service Standard, Comparable City, Proportional Valuation, and Employment Anticipation. Each of these methods has been applied in practice and refined since the original publication.

The following summaries of the 6 traditional fiscal impact analysis methods are drawn from *An Introduction to Fiscal Impact Analysis* (Harrison and French, University of New Hampshire Department of Resource Economics). An identification of the assumptions, applicability, benefits and limitations of each method, as adapted from *Fiscal Impact Analysis: Methods, Cases and Intellectual Debate* (Kotval and Mullin, 2006), is also provided below following the description of each method.

Per Capita Multiplier Method

This technique, which is primarily used for residential development, uses average government cost per person multiplied by a projection of the expected number of new population to estimate the costs of a new development. The recommended multipliers for population changes can be derived using Census data or other available population data.

Assumptions:

- Over the long run, current average operating costs per capita are the best estimates of future operating costs resulting from growth.
- Current service levels are the most accurate indicators of future service levels
- The current composition of the population contributes to costs, and the future population will contribute to costs in a similar manner.
- The distribution of expenditures among the various local government services will remain constant in the short run and serve as a guide to allocation of future expenditures.

Applicability:

- Ideal for evaluating fiscal impacts of residential development proposals, land use alternatives within a proposed growth strategy, and annexation or rezoning proposals.
- Appropriate for communities where future demand for services is on par with the scale and scope of existing services.

Limitations:

- Lack of detail, with estimates only to the level of local government services.
- May be the least accurate cost estimation method, given that it does not account for the current service capacity, which new development may maximize (decreasing per capita costs) or exceed (increasing per capita costs), or the possibility that a new development might call for major new capital construction.

Case Study Method

The case study method can be used for residential or non-residential analysis. This method involves interviewing local officials (i.e., people involved in local budget process) to get an estimate of how different government bodies will be affected by a given development. The estimates from local officials are then combined, to account for the impacts in different areas to create an overall estimate of the fiscal impact to the local government

Assumptions:

- Communities differ in the degree to which they exhibit excess or deficient service capacity.
- Local service levels—rather than national standards—are the criteria against which to calculate excess and deficient capacity.
- Local department heads are most familiar with service delivery issues and will provide the most accurate information about future expenditures.

Applicability:

- Best used when either excess or deficient service capacity is suspected. In situations where resources are already strained, the case study can paint a picture of the immediate impacts of increased development.
- Most applicable for local government administrators looking for immediate insights into potential impacts.

Limitations:

- Costly and time-consuming to implement because of the detail involved.
- Accuracy depends on the ability of local officials to predict the consequences of growth in a specific area.
- Requires sophisticated analysts/interviewers.

Service Standard Method

The Service Standard method uses U.S. Census of Governments data to calculate the average manpower per 1000 people and capital-to-operating expenditure ratios for 8 municipal functions. The fiscal expenses are then calculated based on expected population changes, service manpower requirements, local salaries, statutory obligations and expenses to local government operating cost per employee.

Assumptions:

- Average service levels for both manpower and capital facilities of comparable jurisdictions can be used to assign costs to future development.
- Service levels for both manpower and capital facilities vary according to population.
- Geographic location affects public service levels.
- Average servicing levels for the current population can be used for the new development.

Applicability:

- Most useful in communities where current service capacity is closely aligned with service demand, without considerable excess or deficiency.

- Best suited for mid-size, moderately growing suburban areas or slower-growing cities.
- Useful for general fiscal planning, given that public personnel costs make up the largest share of costs in these cases.

Limitations:

- Assumes that current local performance is similar to current expenditure patterns in jurisdictions of similar size and location.

Comparable City (Jurisdiction) Method

As the name indicates, this method is based on finding a jurisdiction that has a similar population and growth rate as the city in question is projected to have. The underlying assumption of this method is that local government jurisdictions of comparable size and growth rates spend similar amounts on municipal and educational expenditures.

Assumptions:

- Jurisdictions of similar size and with similar growth rates will have similar changes in their municipal costs by category.
- Local growth rate affects local government service expenditures.
- Current expenditure patterns of the jurisdiction are a key indicator of future expenditures.

Applicability:

- Intended for communities where population gains or increases in growth rate are likely because of large-scale development.
- Often applied when analysts believe that the experience of other communities undergoing population change supports or corroborates the anticipated changes in their community
- Not appropriate for local budget planning because it does not consider specific personnel requirements.

Limitations:

- Validity of expenditure multipliers is questionable because this technique assumes local and capital expenditures related to growth are similar for jurisdictions of comparable size and growth rate.
- Each jurisdiction has its own priorities, population mixes, government structures, and taxpayer priorities, reflecting variations in the needs, wishes, and spending.

Proportional Valuation Method

This method is used for non-residential development analysis, whereby the development is assigned a portion of the municipality's costs based on the proportion of local property it comprises. However, because municipal expenditures for a single development are not always linear with regard to the development's size, this method can overstate the cost of large developments and understate the cost of small developments.

Assumptions:

- Municipal costs increase with the intensity of land use.
- Change in real property values is a substitute for change in land use intensity.
- Aggregate impacts of commercial and industrial land uses on municipal services are similar enough to be grouped into a single nonresidential use category.

Applicability:

- Best used as a quick, straightforward technique when proposed nonresidential development requires neither very high or very low employment levels.
- Valid when a reasonable estimate is sufficient or when time and financial resources are limited.

Limitations:

- Underlying assumptions may be overly simplistic including:
    - Costs increase with the intensity of land or as land is more developed. This may or may not be the case
    - Groups industrial and commercial development into to one land use category, thus assuming that impacts on these two different types of land use are similar.

Employment Anticipation Method

Another method for estimating the fiscal impact of non-residential developments is the employment anticipation method. This method hinges on an estimate of the number of employees a development would add in the community. In effect, estimates of the additional cost for each new employee across various municipal sectors are multiplied by the anticipated increase in employees in order to create the total cost estimate for the city.

Assumptions:

- Local commercial or industrial employment levels affect the magnitude of local municipal expenditures.
- Impacts of additional local employment will vary for communities of different population sizes and growth rates.

Applicability:

- Useful for identifying the impact of nonresidential development on municipal costs.
- Ideal for fast approximations, making it a good tool for evaluating alternative nonresidential land uses.

Limitations:

- Relies on coefficients to express change in per capita municipal expenditures for categories of cities defined by population size.
- Uses a single multiplier for categories of cities defined by population size.
- Does not provide coefficients for cities with populations over 150,000.

Methodology for this Analysis

Staff performed the analysis for the Southwest District TID by utilizing the Fiscal Impact Analysis Model (FIAM) developed by Fishkind and Associates. The FIAM uses a modified *per capita* multiplier approach using inputs directly from the County's budget and a combination of local and statewide demographic statistics. The modification to a straight per capita approach is that population is broken into categories such as permanent residents, employees (including out of County commuters) and visitors.

Appendix C: Effects of Land Use Patterns on the Costs of Providing Services

Land use patterns have an effect on the costs of providing public infrastructure and services to a community. Many studies over the past few decades have suggested that compact and mixed use development patterns can reduce the costs of providing public infrastructure and services as compared with more dispersed land use patterns.

For this report, the summary of this research is broken into two categories: capital facility costs and service delivery/operating costs. Capital facility costs are one-time costs which are generally financed over the useful life of the facilities. They are usually associated with major public infrastructure construction projects. There are also recurring costs to communities for operating and maintaining infrastructure such as roads, parks, sewer systems, and the annual costs of providing public services like police and fire protection, emergency medical services, and waste collection. Many studies suggest that both categories of public costs are reduced for compact development scenarios as compared to more dispersed development scenarios. Some of these key studies are summarized below.

Capital Facility Costs

The Costs of Sprawl (Real Estate Research Corporation, 1974). This study reported that development patterns consisting of higher densities, more diverse dwelling types, and more contiguity reduced the public infrastructure costs of accommodating 10,000 new units by as much as 47 percent. Shortened utility lines produced the largest savings. The general study method was to compare detailed estimates of the costs associated with building five hypothetical new communities assembled out of mixes of six different neighborhood types, ranging from single-family houses to high-rise apartments.

The Costs of Alternative Development Patterns: A Review of the Literature (Frank, 1989). This study, conducted for the Urban Land Institute, compared the per-dwelling-unit costs of eight different development patterns, allowing for consideration of a development's distance from existing facilities. The study concluded that the per-dwelling-unit capital cost of providing streets, sewers, water systems, storm drainage, and schools to new residents varied sharply from $20,300 (1987 dollars) in the densest, most centralized configuration to $92,000 for houses 10 miles from central facilities with densities of 1 dwelling-unit per-four-acres. The study shows the capital cost of streets varying from $29,898 per unit on the urban fringe down to $1,843 in the core high density neighborhoods. By contrast, outlays for sewers, water lines, and storm systems vary from $49,551 to $5,789.

The Search for Efficient Urban Growth Patterns: A Study of the Fiscal Impacts of Development in Florida (Duncan et al. 1989). This study focused on the broader "regional"

costs of different scenarios by examining the total public facility expenses associated with eight actual (as opposed to hypothetical) developments in Florida. These case studies represented five different development patterns (compact, contiguous, satellite, linear, and scattered). The result was that the public capital and operating costs for close-in, compact, development were much lower than they were for fringe, scattered, linear, and satellite development. Specifically, the costs per dwelling unit ranged from a low of $9,252 for downtown Orlando (1989 dollars) to a high of $23,960 to serve new homes in Wellington, a low-density fringe development.

The Costs of Sprawl – 2000 (Burchell et al. 2002). This nationwide study projected the potential savings from 2000 to 2025 of reducing "trend" sprawl in all non-urban areas by 25 percent and relocating the projected trend sprawl to the already urbanized portions of developed counties. The calculations estimated that 188,300 lane miles of roads and $110 billion could be saved on a national basis with more compact growth patterns. This represents a saving of 11.8 percent in road costs. The calculations also estimated that compact growth patterns would result in a combined cost savings of water and sewer infrastructure of $12.6 billion nationwide, or 6.6 percent, over 25 years

Service Delivery/Operating Costs

The Costs of Sprawl (Real Estate Research Corporation, 1974). This study breaks out the operating and maintenance costs generated by five hypothetical new communities. According to this analysis, the year-10 public operating costs for 10,000 new units came to $1,030 per unit for a high-density planned development compared to $1,203 per unit for a sprawling, low-density community (1973 dollars), which represented a 14 percent savings.

Burchell and others (1992, 1997a, b); Burchell, Dolphin, and Galley (2000). These fiscal impact models of statewide growth scenarios project modest fiscal benefits when they compare the public service costs and the revenues associated with more compact as opposed to sprawl (trend) development. In New Jersey, the analysis concluded that the 1992 state plan's increased densities and slightly more concentrated growth pattern offered an annual $400 million, 2-percent, fiscal advantage to localities and school districts. Projections in other states showed slightly larger but comparable fiscal savings on operations and service delivery. A nearly 4-percent cost-revenue gain was forecast in Michigan and a 5-percent savings in South Carolina. The 2000 update of the 1992 New Jersey assessment projected a 4-percent, $107-million annual operations-service saving by 2020.

Smart Growth and the Costs of Sprawl in Kentucky (Bollinger, Berger, and Thompson 2001). This analysis compared the relative costs of government in 10 Kentucky counties, and associated differences in service costs with the counties' growth patterns. This assessment reveals that the per unit costs for police, fire, highway, schools, sewer, and solid waste services were consistently lowest in counties whose growth was more concentrated in established areas

between 1987 and 1997, and highest in the counties with the most dispersed growth. Among counties containing the central city of a major metropolitan area, households in Fayette County (which includes Lexington) actually *save* $1.08 in service costs for every additional 1,000 new residents in their community while those in more spread-out Jefferson County (home of Louisville) see an increase in $36.82 for every additional 1,000 new residents. Similarly, the arrival of 1,000 new residents in Shelby County (a relatively focused suburb) costs each household $88.27 while in highly dispersed Pendleton County, it costs households $1,222.39. More established places accommodate growth at lower costs than newer, more spread-out ones, with fire protection, schools, and police driving much of the result.

The Costs of Sprawl – 2000 (Burchell et al., 2002). This study quantifies public service/operating cost savings from compact controlled growth, although the savings are smaller than the study projects for infrastructure savings. Using estimates of per-capita service costs, this analysis asserts that local governments across the nation could reduce their public-service costs by a collective $4.2 billion a year, or 3.7 percent, over the course of 25 years if the nation were to shift to more compact growth patterns.

Grow Smart Rhode Island (1999). This study accounts for the infrastructure, service, and other savings of the State's "compact cores" growth scenario. According to this analysis, compact development could reduce Rhode Island's 20-year infrastructure costs by $243 million—or about 40 percent. It could reduce the operating costs of that infrastructure by $181 million, or 37 percent, over the same 20 years with 80 percent of the savings coming from more efficient utility operation. On the revenue side, the report estimates significant additional savings from compact growth. The analysis concludes that compact growth could reduce suburban and rural towns' projected sprawl-related deficits by as much as an average $10.6 million per year over the 20 year planning period. Then, looking to the core cities in the state, the analysis concludes that more compact development would help core cities even more by reversing urban decline and increase core cities' property tax revenues by $39 million annually, or $782 million over 20 years.

Plan It Calgary Study (IBI Group, 2009). A 2009 study in Calgary, Canada compared the infrastructure cost implications of two potential growth patterns as part of "Plan It Calgary", which is the City's long range plan for sustainable growth. The study found that the more compact land use pattern would result in significant savings in capital infrastructure and operating costs for roads, transit services, water and wastewater, emergency response, recreation services and schools as compared to a more dispersed land use pattern as summarized in the two tables below. The projected savings achieved from compact growth patterns for infrastructure capital costs were particularly significant for roadways, water, and

sewer. The projected savings for operating costs were generally not as significant as the projected savings for infrastructure capital costs.

Plan It Calgary Public Infrastructure Capital Costs, Annual, Billions (IBI 2008)

	Dispersed	Compact	Difference
Roadways	$17.6	$11.2	$6.4 (-36%)
Transit	$6.8	6.2	0.6 (-9%)
Water and Wastewater	$5.5	$2.5	$3.0 (-54)
Fire Stations	$0.5	$0.3	$0.2 (-46%)
Recreation Centers	$1.1	$0.9	$0.2 (-19%)
Schools	$3.0	$2.2	$0.8 (-27%)
Totals	$34.5	$23.3	$11.2 (-33%)

Plan It Calgary Public Services Operating Costs, Annual, Billions (IBI 2008)

	Dispersed	Compact	Difference
Roadways	$0.23	$0.19	$0.04 (-18%)
Transit	$0.30	$0.30	$0.00 (0%)
Water and Wastewater	$0.06	$0.03	$0.03 (-55%)
Fire Stations	$0.28	$0.23	$0.05 (-18%)
Recreation Centers	$0.23	$0.19	$0.04 (-18%)
Totals	$0.99	$0.86	$0.13 (-14%)

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Alachua County Mobility Plan

Southwest Alachua County
Transportation Improvement District

Fiscal Impact Analysis

Jonathan B. Paul, AICP, MA²
Jeffrey L. Hays
Chris Dawson, AICP

TRANSPORTATION IMPROVEMENT DISTRICT

- Tax Increment Finance Plan
- Use % of increase in new general tax revenue for mobility
- Anchored by Transit Oriented Development
- Consistent with Capital Improvements Element
- Allows County or Developer to front-end infrastructure
- Mechanism to fund rapid transit service

WHAT IT IS NOT

- Not a new tax or fee
- Not a Community Redevelopment Area
- Not a developer giveaway
- Not a property tax break
- Not permanent commitment

WHY DO IT?

Investment in Transportation Mobility

Supports TODs as sustainable land use pattern

Opportunity to expand tax base

Potential to be a Public / Private Partnership

Incentive for economic development & job creation

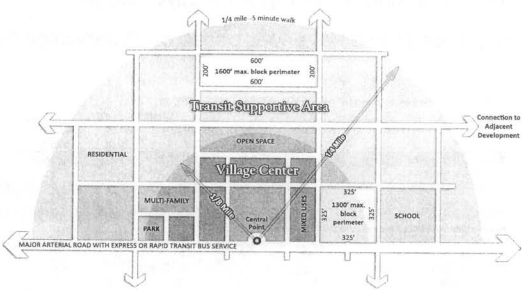
Promote infill & redevelopment back towards Gainesville

Clear commitment to Mobility & Sustainability

MOBILITY

Consistent with Capital Improvements Element

TRANSIT ORIENTED DEVELOPMENT



SOUTHWEST DISTRICT

FISCAL IMPACT

- Utilized Fishkind Fiscal Impact Analysis Model
- Projected Future Revenues based on Celebration Pointe

Table 1. Development Scenario by Type and Unit for Southwest TID, 2012-2035

	2012-2016	2017-2021	2022-2026	2027-2031	2032-2035	Total
Residential (cumulative units)						
MF-For Sale Condo	300	200	300	200	0	1,000
MF-Rental Apartments/TH	375	250	375	250	0	1,250
MF-ACLF/Nursing Home beds	200	100	100	100	0	500
Total Residential	875	550	775	550	0	2,750
Non-Residential (cumulative units 1,000 square feet))						
Office	45	55	150	100	0	350
Office Class A	90	30	0	0	0	120
Office Medical / Professional	15	15	0	0	0	30
Total Office	**150**	**100**	**150**	**100**	**0**	**500**
Retail – Community	0	45	140	100	0	285
Retail – Regional	150	50	0	0	0	200
Total Retail	150	95	140	100	0	485
Hotel (rooms)	100	200	100	100	0	500

FISCAL IMPACT

•2012-2035 resulted in $33.7 million surplus after TID is funded

Table 4. Cumulative Fiscal Impacts for Southwest TID as proposed (30%-25% Tax Increment), 2012-2035

	Total
Total Operating Revenue	$120,524,518
Total Contribution to TID	$16,533,667
Operating Revenue for General Use	$103,990,851
Total Operating Cost	$70,252,739
Net Operating Impact	$33,738,112

FISCAL IMPACT

•2012-2035 resulted in $-195,910 deficit after TID is funded

Table 6. Cumulative Fiscal Impact for Southwest TID using Single-family Development Scenario, 2012-2035

	Total
Total Operating Revenue	$16,323,567
Total Contribution to TID	$2,276,060
Operating Revenue for General Use	$14,047,507
Total Operating Cost	$14,243,218
Net Operating Impact	-$195,910

Based on 600 units consistent with underlying land use

50% ALLOCATION

- Same Fiscal Analysis using 50% of Tax Increment
- 2012-2035 resulted in $19.2 million surplus after 50% of Increment is removed
- Due to current budgeting uncertainties staff does not recommend utilizing this higher percentage.

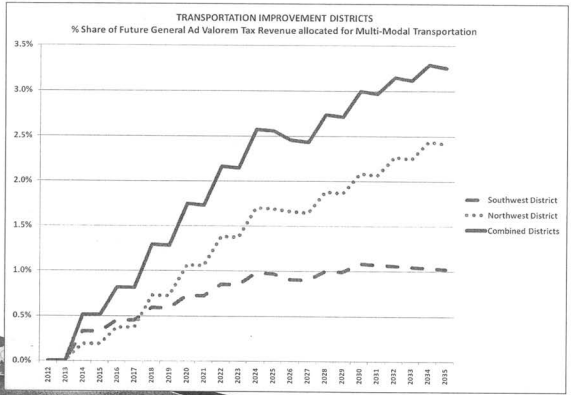
Table 5. Cumulative Fiscal Impacts for Southwest TID with 50% Tax Increment, 2012-2035

	Total
Total Operating Revenue	$120,524,518
Total Contribution to TID	$31,035,404
Operating Revenue for General Use	$89,489,114
Total Operating Cost	$70,252,739
Net Operating Impact	$19,236,375

DEVELOPMENT COMPARISON

Development	Haile Plantation	Southwest District	Celebration Pointe
Acres	1,628	350	115
Miles of Road	37	10	3
Residential Units	2,686	3,500	2,250
Residential Density	1.65 DU / ACRE	10 DU / ACRE	20 DU / ACRE
Non-Residential	280,000	1,100,000	896,000
Non-Residential Density / FAR	40 SF / CAPITA	137 SF / CAPITA	175 SF / CAPITA
Hotels	0	750	250

% FUTURE GENERAL AD VALOREM REVENUE



STAFF RECOMMENDATION

Receive report and direct staff to continue with development of Southwest Alachua County Transportation Improvement District Ordinance

July 12, 2011 Regular BoCC Meeting
Agenda Item #15

Title
Nations Park enhancements funding recommendations (Amended)

Amount
$277,303.00

Description
Request Approval for the Recommendation regarding the City of Newberry's request for funding of $277,303 for proposed enhancements to the design of Nations Park

Recommendation
Approve the funding request and direct staff to draft an amendment to the Interlocal Agreement with the City of Newberry outlining the terms for disbursement for proposed enhancement to the design of Nations Park.

Alternative(s)
Do not approve the funding request

Requested By
John Pricher

Originating Department
Tourist Development

Attachment(s) Description
None

Documents Requiring Action
None

Executive Summary
On June 14, 2011 Staff was directed to return to the Commission with a plan to fund the enhancements to Nations Park of $277,303.00 requested by the City of Newberry. On June 15, the Tourist Development Council (TDC) approved a recommendation to the Commission to fund the requested enhancements from the 1% of Tourist Development Tax (TDT) currently dedicated to the project. An amendment to the Interlocal between the County and the City of Newberry will provide the terms for the reimbursement of the cost of the enhancement requested. By using the already dedicated source of funds for the project, this action will not impact any other projects using TDT funds. The reserve amount required by the Interlocal will still be met through funds remaining in the 1% dedicated to the project after debt service payments and a fund balance accumulated in the operations budget of the Visitors and Convention Bureau.

Background
On July 13, 2010, the City of Newberry and Alachua County entered into an interlocal agreement pledging one percent of the Local Option Tourist Development Tax to build Nations Park, a 16 field youth baseball and fastpitch softball complex. Newberry has secured a bond to pay for the construction of the park. On June 14, 2011, The City of Newberry gave a presentation to the County Commission requesting $277,303 for enhancements to the Nations Park in Newberry. The enhancements requested were a second story to all of the pressboxes at the 16 field complex and shade structures in the spectator areas at each field.

Issues
Funds from this 1% of TDT will not be available for additional requests Use of Visitors Bureau fund balance to secure the reserve required by the interlocal could impact operations in event of another major event negatively impacting the travel industry

Fiscal Recommendation
Fund the request from the 1% of TDT currently allocated to the project.

Fiscal Alternative(s)
Fund the request from another source of revenue

Funding Sources
Tourist Development Tax

Account Code(s)
Fund 002

July 12, 2011 Regular BoCC Meeting
Agenda Item #16

Title
SW 8th Avenue at SW 91st Street Intersection Modification (Amended)

Amount
N/A

Description
Status update presentation on the SW 8th Avenue at SW 91st Street Intersection Modification

Recommendation
Hear the presentation on the status update on the SW 8th Ave at SW 91st Street Intersection Modification

Alternative(s)
Do not hear the presentation

Requested By
Richard Hedrick via David Cerlanek, 374-5245 ext. 214

Originating Department
Public Works

Attachment(s) Description
Presentation

Documents Requiring Action
N/A

Executive Summary
In 2005, HNTB performed a network analysis for the Alachua County Public Works Department as a part of Tower Road design. The analysis recommended an intersection improvement at SW 8th Avenue at SW 91st Street. Staff is providing an informational status update to the Board of County Commissioners prior to holding a public meeting. A detailed presentation will be provided to the Board of County Commissioners after the public meeting seeking approval to design either a signal or roundabout at the intersection.

Background
In 2005, HNTB, Inc., performed a network analysis of the Tower Road area as a part of the Tower Road design. It was determined that network operations could be improved by implementing capacity modifications at six different locations in the network. One of the locations identified was the intersection of SW 8th Avenue and SW 91st Street. The project was then programmed in the the County's Transportaation Improvement Program. Prior to beginning design, County Staff conducted an interesection analysis to determine the best option. The intersection analysis evaluated the current all-way stop controlled (AWSC) intersection against a signal with left turn lanes and a roundabout with a right turn slip lane. The analysis evaluated each option in four areas: operational efficiency, safety, environmental impacts, and costs. Prior to presenting the complete results of the analysis, the Public Works Department plans on holding a public meeting to solicit public comment. After the public meeting is held, Public Works staff will provide a detailed presentation to the Board of County Commissioners requesting approval to begin design of either a signal or roundabout. The presentation will also include the comments received at the public meeting. This

presentation is intended to inform the Board of County Commissioners of the project ahead of the public meeting.

Issues
A roundabout will require the aquisition of additional right-of-way.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
Impact Fees - Southwest District

Account Code(s)
337-7910-541.63-40

Attachment: 91st and 8th presentation.pdf

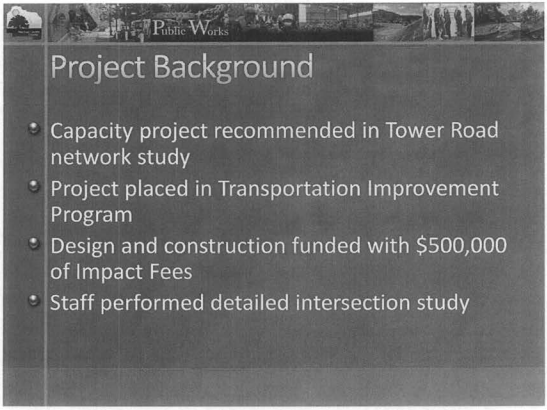
SW 8th Avenue at SW 91st Street Intersection Modification

Board of County Commissioners
July 12, 2011

Outline

- Project Location and Background
- Comparison of Alternatives
- Conceptual Layouts
- Project Costs
- Public Involvement

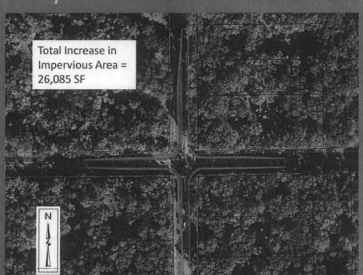
Project Location
SW 91st Street
SW 8th Avenue
N
Scenic Road
Protection Area


Public Works
Project Background
Capacity project recommended in Tower Road network study
Project placed in Transportation Improvement Program
Design and construction funded with $500,000 of Impact Fees
Staff performed detailed intersection study

Comparison of Alternatives

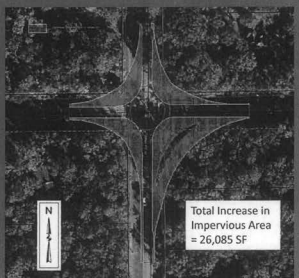
- Compared three alternatives
  - Existing stop control
  - Traffic signal with left turn lanes
  - Single lane roundabout with right turn slip lane
- Compared alternatives in four areas
  - Operational efficiency
  - Environmental impacts
  - Safety
  - Costs

Signal Layout



Public Works

Roundabout Layout



Public Works

Life-cycle Costs

Total Costs			
	AWSC	Signal	Roundabout
Right-of-Way	$ -	$ -	$ 123,000
Construction	$ -	$ 462,000	$ 614,000
Design	$ -	$ 69,000	$ 92,000
O&M	$ 6,200	$ 134,000	$ 102,000
Total Costs	$ 6,200	$ 665,000	$ 931,000

Public Involvement

- Board of County Commissioners July 2011
- Public meeting August 2011
- Board of County Commissioners September 2011

Questions ?

July 12, 2011 Regular BoCC Meeting
Agenda Item #17

Title
Neighborhood Stabilization Program (NSP) 1 and 3 (Amended)

Amount
N/A

Description
Presentation of the NSP 1 White Paper and NSP 3 Housing Assistance Plan

Recommendation
Approve NSP 3 Housing Assistance Plan.

Alternative(s)
Amend and approve NSP 3 Housing Assistance Plan.

Requested By
Tom Webster

Originating Department
Growth Management

Attachment(s) Description
Neighborhood Stabilization Program White Paper NSP 3 Housing Assistance Plan NSP Informational Packet

Documents Requiring Action
Alachua County NSP 3 Housing Assistance Plan

Executive Summary
The purpose of this agenda item is to submit a white paper, describing the Neighborhood Stabilization Program, as requested by the Board, to review program design options for NSP 3, and to obtain approval for an NSP 3 Housing Assistance Plan that will govern the administration of the NSP 3 Program. An informational packet is also attached for specific information regarding homes purchased for resale.

Background
On June 14, the Board requested staff to prepare an NSP White Paper, describing the Neighborhood Stabilization Program currently being implemented. Alachua County applied for $1,029,844 for the Neighborhood Stabilization Program 3 (NSP 3) funding. The NSP Housing Assistance Plan is a document required by DCA which sets certain standards for the NSP 3 grant. By reviewing the proposed NSP Housing Assistance Plan for NSP 3, the Board has the opportunity to make changes in the program such as the maximum purchase price, maximum amount of soft second mortgage assistance provided, the manner in which NSP home repair bids are awarded, and other issues related to the implementation of NSP 3.

Issues
As part of the grant application, an NSP 3 Housing Assistance Plan must be approved by the Board by July 15, 2011.

Fiscal Recommendation

This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)
n/a

Funding Sources
Alachua County NSP 3 Grant

Account Code(s)
To be determined

Attachment: NSP Informational Packet.pdf
Attachment: Neighborhood Stabilization Program White Paper for July 12 2011 Meeting.pdf
Attachment: NSP 3 Grant Housing Plan Final.pdf

Alachua County Community Development Block Grant

Neighborhood Stabilization Program 3

Housing Assistance Plan

Submitted for Board Approval

July 12, 2011

I. INTRODUCTION

This manual is a guide for operating the Neighborhood Stabilization Program (NSP) related aspects of the **Alachua County** Community Development Block Grant (CDBG) program. The responsibilities of **Alachua County,** the construction contractor, and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing purchase, rehabilitation, demolition/clearance, and resale or rental of housing units.

The goal for the CDBG program is to purchase foreclosed residential properties, rehabilitate substandard units located in **Alachua County** and to bring them up to a minimum acceptable living standard. This standard is the HUD Section 8 Minimum Housing Quality Standard and the Florida Building Code. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units to be assisted shall be purchased as foreclosed or short sale properties.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. Objectives

The objectives of the **Alachua County** Housing Rehabilitation Program NSP are:

1. To stabilize communities within the County's jurisdiction which are deemed areas of local priority.

2. To encourage the revitalization of very low to low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.
3. To remove unhealthy or hazardous conditions in low-to-moderate income households.

4. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of low-to-moderate income neighborhoods to improve their community.

5. To preserve existing housing stock and to rehabilitate substandard housing.

6. To enable low-to-moderate income families to purchase or rent their homes by providing financial and technical assistance.

7. To reduce utility costs and to improve the comfort of very low to low-to-moderate income families through weatherization aspects and the use of green building technology for rehabilitation.

8. To improve the property tax base in low-to-moderate income neighborhoods.

9. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.

10. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgment may dictate.

B. *Purchasing Policies*

It is the policy of the **Alachua County NSP** Rehabilitation Program to:

1. Identify foreclosed units for possible purchase and rehabilitation for resale or rent to persons of up to 120% of AMI. The supplemental allocation will be used for rental units reserved for persons below 50% AMI.

2. Properties purchased under this program must be bank owned foreclosed properties. Properties must be located in the target area as identified by the County in its application to DCA as approved.

3. Use a properly procured property appraiser to appraise each unit.

4. Properties must be purchased at a discount of at least 1% below its appraised value. The cost of purchase is limited to 99% of appraised value.

5. Focus acquisitions in the most economically challenged portions of the target area.

C. *Identification, Approval and Acquisition of Units*

1. Housing purchase will take place only on units approved by Alachua County and in accordance with grant requirements established by the State of Florida.

2. Alachua County will not purchase units that have pools or other luxury amenities that will increase substantially the maintenance costs, or any properties located in a special flood hazard area.

3. Alachua County will not purchase mobile/manufactured units.

4. The County or its designated representative will conduct due diligence evaluation to ensure that the property meets all applicable county, state, and federal requirements of NSP. Due diligence evaluation includes but may not be limited to an appraisal, survey, title search, inspection, and environmental review.

5. The retention of vendors to provide due diligence services shall be solicited pursuant to the County's policy for small purchases.

6. The County or its designated representative shall review all potential properties to confirm that all due diligence has been conducted and found sound for purchase.

7. Upon formal acceptance of the contract offer by the Seller, the County or its designated representative will work with the closing agent to schedule the acquisition closing.

8. The County must comply with the Protecting Tenants at Foreclosure Act

III. CONFLICT OF INTEREST

Although addressed in other places in this Policy, adherence to rules and regulations on this matter is mandatory. All applicants that may have a business or familial relationship with a member of the **Alachua County Board of County** Commissioners (BoCC), Citizen Advisory Task Force (CATF) Committee, Housing Rehabilitation Specialist, Program Administrator, or participating construction contractors must fully disclose this relationship on the Application and definitely before a construction contract is executed. In addition, all beneficiary names must be disclosed at the regular meetings of the **Alachua County BoCC** and the CATF as selection of beneficiaries occur, and these names must be included in the minutes of both the BoCC and the CATF meetings. The **Alachua County BoCC** and CATF members must disclose any relationship with an applicant and must abstain from any vote related to that applicant. As soon as purchasers or renters are identified, any cases of conflict of interest must be made known at a meeting of the **Alachua County Board of County Commissioners**. Before an applicant with a potential or real conflict is given final approval for participation, **Alachua County** must notify the Department of Community Affairs (DCA) in writing. Prior to any rehabilitation, **Alachua County** must receive written notification of DCA's approval of the application, in accordance with 24 C.F.R. Section 570.489. If this process is not followed the local government and/or the applicant may be liable for returning the funds to the program.

IV. NSP PROGRAMS

A. HOMEOWNERSHIP

The Alachua County Neighborhood Stabilization Program will provide buyers with a principal reduction subsidy not exceeding 50% of the purchase price. While the assistance to be provided is termed "*Principal Reduction*", at the discretion of the lender, funds may be used to cover loan-specific required down payment and/or closing costs within NSP program parameters.

1. Lender guidelines have been established to ensure that households are not cost burdened by housing payments after the purchase of a NSP home.

2. Application procedures have been established to provide assistance on a first-come-first-qualified-first served basis.

3. Income Categories to be served:

The income categories to be serve are low, very low, and moderate income households up to 120% AMI, per the U.S. Department of Housing and Urban Development (HUD) Income Limits for Gainesville MSA, as updated and distributed annually by the Florida Housing Finance Corporation. Total household income must not exceed 120% AMI set for the HUD Section 8 program at the time assistance is provided

4. Maximum Award: Not to exceed 50% of the purchase price

Very-Low	Up to $30,000
Low	Up to $20,000
Moderate	Up to $10,000

5. Deferred Payment Loan

Funding for this program will be provided on a first-come-first qualified-first-served basis in the form of a zero-interest 20 year deferred payment mortgage. Payment is due upon sale if sold within the 20 year term. As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will not have to be repaid. Any principal reduction, down payment and/or closing cost, will be included in a recorded mortgage and will be subject to the above recapture provisions. Default of the loan occurs if mortgagor no longer resides in the home as their principal residence, or if any part of the property or any interest in it is sold, transferred, gifted or otherwise conveyed, or fails to maintain reasonable required standards of care and maintenance whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is

divested of title by judicial sale, levy or other proceeding, or if foreclosed action is instituted against the property. In the event that the sole owner dies or both/all owners die within the fifteen-year loan period, repayment of the loan will not be required. Subordination of this deferred payment mortgage will only be approved under the guidelines of the current *Subordination Policy* established for existing housing programs. If repayment of a DPL becomes due, the prorated principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the **Alachua County BoCC** may, at their discretion, allow repayment of the DPL over a term not to exceed twenty (20) years, at a yield of not more that six percent (6%) interest per annum.

6. Recipient Selection Criteria:

Applicants meeting the following requirements will be served on a first- come-first qualified-first-served basis:

a. Income eligible: Very Low, Low, or Moderate income under applicable U.S. Department of Housing and Urban Development (HUD) income guidelines, as updated and distributed annually by the Florida Housing Financing Corporation.

b. Applicant cannot currently own a home with the exception of a mobile home, or a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure.

c. Applicant must attend a home buyer education class provided by a HUD certified counseling agency.

d. Applicant must be qualified for a mortgage loan through an institutional lender, as evidenced by an approval letter.

e. Applicant must be able to make the required minimum buyer's contribution towards the purchase as listed below per income category:

Very-Low	Minimum of $500
Low	Minimum of $1,000
Moderate	Minimum of $1,500

f. Mortgage payments (Including Principal, interest, taxes, and insurance) may not exceed 36% of the household's gross monthly income. Due to NSP properties having not been homesteaded as a result of previous foreclosure status, exception to the 36% front-end ratio may be granted in such situations.

g. Homeowner's hazard insurance will be required for all homes and must be maintained for the entire period of the DPL.

h. All applicants that may have a business or familial relationship with a member of the **Alachua County BoCC**, the CATF, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a purchase contract or rental lease is executed.

1. For rental properties, Alachua County will either provide financing mechanisms for non- profit housing providers through a sub recipient agreement, mortgage and promissory note for the amount of the after rehab appraisal or the total amount of eligible program costs invested in each property, which ever is less, in accordance with NSP parameters, or Alachua County will retain ownership and use as rental properties for very low-income households. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan only if the owner sells or transfers ownership of the rehabilitated home, ceases to use it as rental property for very low-income households within fifteen years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance. Refinances are governed by Alachua County's subordination policy. During the fifteen-year period, the principal is "forgiven" or subtracted from the principal balance in equal annual amounts, so that at the end of the fifteenth year, the loan is fully amortized. There is no interest charged during the fifteen years.

2. Hazard insurance will be required for all homes and must be maintained for the entire period of the mortgage.

3. Alachua County will monitor rental units for the period of affordability to ensure program compliance. Properties must be rented to households whose gross annual income does not exceed 50% of Area Median Income, adjusted for household size.

4. All applicants that may have a business or familial relationship with a member of the **Alachua County BoCC**, the CATF, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a purchase contract or rental lease is executed.

B . Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. correcting local housing code (Florida Building Code) and Section 8 standard violations;

2. providing cost effective energy conservation features such as Energy Star appliances, double pane windows, upgrading of insulation and landscaping;

3. provide reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible; and

4. correcting health and/or safety violations that may be present.

V. QUALIFICATIONS

A. General

All applicants that may have a business or familial relationship with a member of the **Alachua County BoCC**, the CATF, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a purchase contract or rental lease is executed.

B. Household Income

The following rules are applicable in determining household income:

1. The gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under 18) are not included in total.

2. Occupants of a dwelling who are not related to or dependent upon the owner(s) are not considered as part of the owner's household.

3. Rent or other household support contributed by non-household occupants of a dwelling is included in household income.

4. The owner' s assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in

determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

C. *Cost Feasibility*

1. The purchase price may not exceed 99% of appraised value.
2. Purchase price shall not exceed $75,000.
3. Rehabilitation costs shall not exceed $50,000 without approval of the Alachua County BoCC.

VII. PROCEDURES

A. *Inspection*

Each property will be inspected and the Housing Rehabilitation Specialist will prepare a work write up and estimate. The offer to purchase will be made to the owner consistent with the policies set forth by the Housing Assistance Plan.

After purchase, a final work write up and cost estimate along with bidding documents will be provided by the Housing Rehabilitation Specialist.

B. *Bidding*

When the case receives preliminary approvals, bid requests are submitted to the Office of Management and Budget to initiate the bid process in accordance with Alachua County Purchasing Policies & Procedures The administrator will make maximum effort to work with the Office of Management and Budget/Purchasing to ensure participation by minority contractors.

A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Advertising for individual jobs will be conducted as necessary but will not exempt contractors from the requirement that they must be pre-qualified.

Each contractor must attend a pre-bid conference held at the house to be rehabilitated or inspect the house under the owner's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the house(s).

Sealed bids will be opened at a public bid opening. The Housing Rehabilitation Specialist will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate.

Alachua County and owner reserve the right to reject any and all bids and to award in the best interest of **Alachua County**. The owner must approve the bid award prior to signing contracts.

Each contractor must satisfactorily complete one job through the Housing Rehabilitation Program before receiving any additional contracts. No contractor will be allowed to have more than two (2) jobs under construction at one time without consent of the local government designated representative unless:

1) the anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or

2) the contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the **Alachua County** BoCC if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

C. Contracting and Rehabilitation

The contract amount and contractor are recommended to the Alachua County Board of County Commissioners before the contract is signed. The contract amount and contractor are all approved by the designated representative.

The rehabilitation contract is executed between the owner and the contractor Rehabilitation Agreements are executed by the designated representative authorized to act on behalf of the **Alachua County** Board of County Commissioners.

The Notice of Commencement is recorded immediately by the Contractor. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible. The contract time of performance (generally 45 - 60 days) begins with issuance of the Notice to Proceed.

D. Inspections

Periodic inspections of the rehabilitation construction are performed by **Alachua County** and the Housing Rehabilitation Specialist throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the Housing Rehabilitation Specialist prior to the contractor's receiving partial or final payment. The owner's acceptance of the work is also required before payment is received.

E. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the designated representative as established by amount in accordance with Alachua County's Purchasing Policies and Procedures. Change orders may be issued to correct code deficiencies or to obtain any other desired change in the work. CDBG funds above $1,000 can only be for change orders that correct code violations as documented by the local building official, a bonafide code violation report, or to meet Section 8 housing quality standards found after construction begins.

F. Payment

Housing Repairs

Contracts of $10,000 or less will not be paid until the contractor has completed the job. Contracts in excess of $10,000 allow a partial payment upon satisfactory completion of 60% of the work, with a retainage of 20% of the completed contract amount. Completion of 61% - 90% of the work allows a partial payment less a retainage of 20% of the full contract amount. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the Housing Rehabilitation Specialist, designated representative and the Administrator.

Construction Completion Payment	Percentage of Funds Paid
Less than 60%	0 %
60%	40%
100%	80%
100%	After Certificate of Occupancy is issued and all punch list items are 100% completed .

Approval of a partial payment requires:

1. a determination by the Housing Rehabilitation Specialist and the designated representative that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor;

2. approval of the work by the owner; and

3. an affidavit from the contractor stating that either:

   (a) there are no claims for unpaid goods and/or services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their goods and services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or

   (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. acceptance of all work by the property owner, the Housing Rehabilitation Specialist, and designated representative;

2. submission of all manufacturers' and other warranties (i.e., appliances, roofing, extermination, contractor's warranty covering the entire job for one year, etc.);

3. waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice;

4. a certificate of occupancy or final approval from the Building Inspector to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements;

5. completion of all punch list items; and

6. an affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

If the owner refuses to authorize payment due to a dispute with the contractor, the Program Administrator may recommend disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with policies and the goal of the program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be presented to the Citizen Advisory Task Force for their final determination. Sufficient documentation to this effect shall be placed in the case file.

G. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor **in writing** of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time frame and in a satisfactory manner, the Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service to the contractor and a copy to the designated representative. The contractor will then take action as monitored by the owner and the Housing Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program.

IX. CONTRACTOR LISTING

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum effort to utilize local and minority contractors.

A. Recruiting

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the local government's compliance with Federal Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

The existing purchasing policy of **Alachua County** will be used to determine eligibility of the contractors.

B. Contractor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the Administrator of Housing Rehabilitation and by the Florida Department of Community Affairs.

Basic contractor qualifications include:

1. Current license(s) with the appropriate jurisdiction;

2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;

3. Insurance meeting Type "A" requirements as established by the Alachua County Risk Management division including: Contractor's Public Liability Insurance in an amount not less than $1,000,000 aggregate coverage. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law. A certificate evidencing Auto Insurance including bodily injury in an amount not less than $1,000,000 per accident and in the aggregate. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than $1,000,000 combined single limit per occurrence. Copies of certificates shall be provided to the County. The Contractor shall provide the County with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Rehabilitation Program before discontinuing coverage.

4. A satisfactory credit record, including:

   (a) references from two (2) suppliers who have done business with the contractor involving credit purchases; and

   (b) references from three (3) subcontractors who have subcontracted with the contractor; and

   (c) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;

5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;

6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DCA.

The Housing Rehabilitation Specialist will assure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The Housing Rehabilitation Specialist will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment, are also explained to the contractor.

C. Disqualification

Contractors may be prohibited or removed from program participation for:

1. poor workmanship or use of inferior materials;

2. evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;

3. failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;

4. failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;

5. disregarding contractual obligations or program procedures;

6. loss of license(s), insurance or bonding;

7. lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;

8. abandonment of a job;

9. failure to complete work in a timely manner;

10. inability or failure to direct the work in a competent and independent manner;

11. failure to honor warranties;

12. ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DCA;

13. other just cause that would expose the Program or owner to unacceptable risk;

14. failure to respond to a minimum of three (3) consecutive requests for bids; or

15. at the contractor's request.

X. RELOCATION/DISPLACEMENT

The Alachua County NSP will not displace any persons with this program.

XI. APPEALS/COMPLAINTS

The Housing Rehabilitation Specialist, the designated representative and the Program Administrator are authorized by **the Alachua County Board of County Commissioners** to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, and contract management. Citizens and/or contractors should issue complaints to the Housing Rehabilitation Specialist or the Program Administrator. For a complaint to be considered valid, it must be issued in writing within a period of 30 days of its occurrence. Responses also should be issued in writing.

If the complainant is not satisfied with the Program Administrator's response, the issue must be presented in writing to the Alachua County's Citizen Advisory Task Force (CATF). If the complaint cannot be resolved by the CATF, the Alachua County Board of County Commissioners will review the grievance and make a decision based upon program regulation, local policies, and availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Community Affairs.

XII. PROGRAM INCOME

Deferred Payment Loans will be monitored by the Housing Rehabilitation Specialist during the CDBG period of agreement. After the expiration of the agreement between **Alachua County** and the State, the monitoring will be performed by the designated representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional NSP activities as authorized by the Department of Community Affairs. Program income or DPL payment received subsequent to closeout will be retained by Alachua County, in a revolving fund.

XIII. DATA PROVIDED TO DCA FOR ADMINISTRATIVE CLOSEOUT

The following data will be provided by housing unit as part of the administrative closeout for each activity providing a direct benefit and summarized by activity and submitted with the administrative closeout package:

A. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.

B. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household and the LMMI status of the household.

C. The number of occupants in the household, categorized by gender.
D. The racial demographics of the household by number (white, black, Hispanic, Asian/Pacific Islander, Hasidic Jew or American Indian/Alaskan native.

This Housing Assistance Plan is adopted this 12th day of July, 2011.

Paula G. Thaggard, Vice Chair
for Lee Pinkoson, Chair
Alachua County Board of County Commissioners

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Attest:

Clerk

Alachua County Neighborhood Stabilization Program White Paper

Presented to the Board of County Commissioners

July 12, 2011

By Tom Webster,
Housing Programs Manager

Alachua County Neighborhood Stabilization Program

I. Overview

The Neighborhood Stabilization Program (NSP) was established for the purpose of stabilizing communities that have suffered from foreclosures and abandonment and established in response to the proliferation of residential foreclosures and short sales that have adversely affected the housing market. This housing program is unique in that Congress designed it to provide relief to lending institutions to remove foreclosed properties from their books, allowing them to make more profitable loans in the future. While new construction is the traditional driver of supply in real estate, foreclosures now have a strong impact on inventories, particularly at the local level. Rising inventories, through construction or foreclosure, place downward pressure on the median home prices.[1] Through the purchase and remodeling/rehabilitation/refurbishment of foreclosed and abandoned homes and residential properties, the goals of the program to reduce the inventory of foreclosed properties on the market, renovate homes to correct housing code violations and increase the energy efficiency of these units and increase property (appraisal) values in distressed neighborhoods are being realized. In the process, neighborhood eyesores are being given a facelift or update which encourage other homeowners to improve their properties. When homes of similar size, age and design are placed on the housing market for sale, neighboring NSP home values may benefit sellers when NSP homes are used as comparable sales.

II. Alignment of NSP to Alachua County Policies, Goals and Objectives

The objectives of Alachua County Neighborhood Stabilization Program are to stabilize communities impacted by high foreclosure rates, remove unhealthy or hazardous conditions in low-to-moderate income neighborhoods, to preserve existing housing stock, rehabilitate substandard housing, to encourage residents of low to moderate income neighborhoods to improve their community, to reduce utility costs of low to moderate income households, and to enable low to moderate income families to purchase or rent affordable housing.[2]

Alachua County Policies, Goals, and Objectives Pertaining to NSP

The goals and objectives of the Alachua County NSP are aligned with the **Alachua County Commission Guiding Vision - FY 09-10** "The County promotes home ownership and supports working collectively with housing providers including builders, lenders,

[1] Gainesville Area Local Market Report, First Quarter 2011, National Association of Realtors

[2] Alachua County NSP Housing Assistance Plan

not-for-profit agencies, government agencies, realtors, and other stakeholders to provide affordable workforce housing to the citizens of Alachua County."

Housing Element of the Alachua County Comprehensive Plan

The stated NSP objectives are clearly aligned with stated goals, objectives, and policies in the Housing Element of the Alachua County Comprehensive Plan, which focus on the provision of affordable housing through strategies that include the dispersal of affordable housing throughout the community, a variety of funding approaches including grants, conservation and rehabilitation of existing affordable housing, and energy efficiency. These strategies contribute to housing affordability by retaining and enhancing the value of both the physical structures and the social fabric of the neighborhoods of Alachua County. See Attachment A. Excerpts of the Housing Element of Comprehensive Plan.

III. NSP Legislative and Regulatory History

Federal Regulations

July 30, 2008: **Housing and Economic Recovery Act of 2008 (HERA)**was signed into law by former President George W. Bush to address the severe housing crisis. Title III of the Act appropriated $3.92 billion of grant funds under the Neighborhood Stabilization Program for states and local governments to purchase and redevelop abandoned or foreclosed properties. HERA directed the United States Department of Housing and Urban Development to target funding to areas with the greatest needs based on the extent of foreclosures, subprime mortgages, and mortgage delinquencies and defaults. Established 18 month obligation deadline. Required that the **maximum sales price for a property be determined by** aggregating all costs of acquisition, rehabilitation, and redevelopment, *excluding the costs of boarding up, lawn mowing, simply maintaining the property in a static condition.*

October 8, 2008: Federal Register Notice, Volume 73, No. 194, provided information regarding method of allocation, program definitions and requirements, waivers granted regarding traditional CDBG funding, and application procedures for NSP. This notice established a minimum discount of five percent for each residential property purchased.

June 19, 2009: Federal Register Notice, Volume 74, No. 117, provided application procedures, modified the purchase price discount to a minimum of 1% below appraised value, and made several other technical corrections and revisions to make the program more feasible to implement.

April 2010: **NSP Policy Alert: Guide for Tracking and Reporting the Use of NSP Funds: Obligations for Specific Activities:** Provided key definitions. It clarified that NSP funds become obligated, with some exceptions, when the obligation can be linked to a specific address, *not when sub awards are made to subrecipients.*

April 2, 2010 NSP Policy Alert: Guidance on the Impact of New Definitions for NSP-Eligible Properties.

Amended definition of "abandoned property" to make it less restrictive. Amended and expanded "foreclosed property" definition to allow the potential use of short-sales for property acquisition.

NSP Resource Exchange: HUD's online website for technical assistance: provided on-line answers to NSP practitioners to operational and policy issues. **http://hudnsphelp.info/index.cfm**

State of Florida NSP Regulations

February 2009: NSP Substantial Amendment to the State of Florida's Consolidated Plan Approved by HUD establishing the NSP State Program parameters, procedures, and policies.

November 12, 2009: DCA NSP Executed Agreement (Agreement between Alachua County and DCA which specifies County's obligations under this program.)

March 12, 2010: Technical Memorandum NSP-01: Provided additional flexibility necessary to begin acquisition of foreclosed properties.

August 25, 2010: 9B-76.001 Florida Administrative Code: Established administrative procedures for implementing and managing Neighborhood Stabilization Program.

Local NSP Regulations

Alachua County NSP Housing Assistance Plan Adopted by the Board March 2009 and revised May18th, 2010, August 24th, 2010 (See Attachment B)

Alachua County NSP Property Conveyance Ordinance Adopted by the Board November 23, 2010 (See Attachment C)

IV. County Neighborhood Stabilization Program (NSP 1) Summary

Alachua County received $2.9 million in Neighborhood Stabilization Program (NSP) funding from the State of Florida Department of Community Affairs, (DCA). These funds were used to acquire twenty properties (at an overall 1% discount below appraised value) and redevelop foreclosed properties that might otherwise become sources of abandonment and blight. Homes were repaired, and sold to households with incomes up to 120% of area median income, or rented to very low income households. NSP homes met the following basic requirements:

- Real estate offers were subject to NSP regulations to acquire properties at no more than 99% of the appraised value.
- Homes were acquired in *designated areas*, by zip code.
- Homes were acquired at or below maximum purchase price set by Alachua County.
- Homes met HUD's definition of "foreclosed property."
- Homes acquired complied with the vacancy requirements outlined in the Protecting Tenants at Foreclosure Act of 2009.

- Homes acquired were vacant for a minimum of 90 days to avoid triggering the URA.[3]
- Homes acquired met all environmental review requirements.[4]
- Any purchase of homes more than 50 years old was approved by the State of Florida.

Procurement of appraisers, title search companies, surveyors, lead based paint testing companies had to be conducted in compliance with **24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments,** which identifies federal procurement and conflict of interest requirements relating to federally funded programs

V. Acquisition of NSP Properties for NSP 1

Establishing the Target Areas

NSP grantees are required to give priority emphasis in targeting the funds that they receive to areas with the greatest need. To assist local and state governments to meet these requirements, HUD identified every Census Block Group that identified whether or not a neighborhood had a high or low risk for foreclosed and abandoned homes using the following indicators by census block group: estimated foreclosure abandonment risk score; predicted 18 month underlying problem foreclosure rate; and the high-risk loan rate. Based on this data, the following priority areas were established by zip code: 32641, 32601, 32609, 32615, 32640, 32666, and 32653.

NSP Kick-Off Meeting

An informational meeting for Lenders and Real Estate Professionals was held to kick off NSP. Realtors, Lenders, the Alachua County Housing Authority and members of the community attended the meeting on February 26, 2010 at the Alachua County Extension Services office. It was advertised in the Gainesville Sun. A flyer was also sent to GACAR. At the meeting, Meridian Community Services, Alachua County's NSP consultant, explained the program, identified the eligible zip codes, and directed any interested realtor to send potential listings that may meet NSP guidelines directly to the grant consultant.

Property Acquisitions

Meridian Community Services inspected potential properties with realtors, and submitted recommendations to County staff. Due diligence included an appraisal, survey, title search, inspection, and environmental review Offers were made with addendums specific to NSP to meet all program requirements. At the request of the Alachua County Housing Authority, NSP rental sub recipient, the NSP Housing Assistance Plan was amended by the Board in May 2010 to increase maximum purchase price from $125,000 to $155,000 and to allow for acquisition of short sale properties, after HUD expanded its definition of "foreclosed."

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[3] **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.** A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. Each person, displaced by assisted activities, must be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling.

[4] 24 CFR Part 58: Prescribe regulations for conducting an environmental review for each house.

The Board adopted Resolution 10-16, authorizing the County Manager, Deputy Manager, and Assistant County Manager to enter into real estate contracts to purchase eligible properties. DCA issued a memorandum on March 12, 2010, recognizing the challenges that communities had experienced in implementing NSP. As a result, a number of significant procedural changes were made by DCA, allowing the program to move forward. Alachua County made offers from March 18, 2010, and made its last offer in August 2010.

Property Acquisitions Chart

Location	Alachua	Gainesville	Hawthorne	Unin-corporated	Total
Resale	1	4	1	3	9
Housing Authority Rental	2	4	0	0	6
Other-Rental	1	3	0	1	5
Total	4	11	1	4	20

VI. Renovation of NSP Homes

The Alachua NSP County Housing Assistance Plan governs bidding and renovation process. Each property was inspected; a work write-up and estimate was prepared by Meridian Community Services. Work orders were written to correct any housing code violations as well as to incorporate energy efficient measures such as Energy Star doors, windows, and appliances. Home repair bids were advertised through and submitted to the Alachua County Purchasing Office. A mandatory pre-bid conference was held at each house. Sealed bids were opened at the Purchasing Office. Recommendations were made to award jobs to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate. Contracts were prepared and signed by Alachua County and the contractor. Contract awards below $50,000, are signed by the County Manager. Any contract award that exceeds $50,000 is approved by the Board. As the work orders were written in the absence of utilities to the homes, many change orders were needed as whole houses needed to be rewired or re-plumbed once utilities were connected to the homes. No local preference is allowed in the selection of contractors when expending federal funds. had to be checked to ensure the firm was not on HUD's debarment list. Repairs are complete on fifteen homes, and three are in progress. Proceeds from the sale of the first two homes will be used to repair the remaining two homes.

VII. Sale or Transfer of NSP Homes

For Sale: The Alachua County NSP Property Conveyance Ordinance governs the disposition of NSP homes. Once a home is completed, a post rehab appraisal is ordered. This is basis for the asking price of NSP homes. Homes are advertised and conveyed in the manner outlined in the ordinance. To date, three of the eight renovated resale homes have been sold at full price, and a fourth home is under contract at full price. Two more homes will be For Sale in July. The remaining three completed homes will be made available for sale, at a later date.

For Rent: Six homes will be transferred to the Alachua County Housing Authority in July. A competitive Request for Proposals process is underway to select an eligible not for profit organization to transfer the ownership of the remaining five rental homes. Post rehab appraisals are ordered for each rental property. Each time a rental home is transferred to an eligible organization, a fifteen year deferred payment mortgage for the appraised value of the home will be executed as well as a Land Use Restriction Agreement, ensuring the homes will remain affordable as rental homes to households whose incomes are less than 50% of the Area Median Income.

VIII. Economic Impact of the Neighborhood Stabilization Program

A. Construction Contracts: $562,226 awarded to Alachua County and North Central Florida area contractors. (See Attachment E.)

B. Real Estate Commission: $102,845 earned by Alachua County realtors in acquisition of twenty NSP homes. (See Attachment F).

C. Multiplier Effect of Real Estate Transactions: The multiplier effect accounts for the fact that income earned in other sectors of the economy as a result of a home sale is then re-circulated into the economy. The National Association of Realtor's macroeconomic modeling suggests that each dollar increase in direct housing activity will increase the overall GDP by $1.34 to $1.62.[5]

D. Average Acquisition Price of NSP homes sold to date: $75,200

E. Average Resale Price of NSP homes sold to date: $88,000

IX. Questions on Neighborhood Stabilization Program 1

X. Program Design Options and Recommendations for Neighborhood Stabilization Program 3

A. Maximum Acquisition Purchase Price:
B. Maximum Amounts of Soft Second Mortgages
C. Energy Conservation Rehabilitation Standards
D. Bid Acceptance of Lowest Bidder
E. Minimum Buyer Contribution
F. Participation in First Look Program
G. Other

[5] National Association of Realtors.org

Attachment A

Excerpts from Housing Element of the Alachua County Comprehensive Plan

OBJECTIVE 1.1
Alachua County shall provide for the development of affordable housing, dispersed throughout the County…

OBJECTIVE 1.4 To ensure access to housing for all income levels of the population, Alachua County shall provide funding for affordable housing activities

Policy 1.4.1: Alachua County shall continue to allocate public funds for the creation, rehabilitation, or purchase of affordable housing.

Policy 1.4.5 Alachua County shall apply for Federal or State housing funding, under such programs as the Community Development Block Grant (CDBG) Programs or the HOME (Home Ownership Made Easy) Programs.

Policy 1.4.6 Alachua County shall encourage methods of financing which will increase the opportunities for low and very low income households to obtain decent, safe, sanitary, attractive and affordable housing.

OBJECTIVE 2.1 Alachua County shall provide a systematic approach to the identification, preservation, and redevelopment of neighborhoods and existing affordable housing across the County.

Policy 2.1.4 Alachua County shall conserve and extend the useful life of the existing housing stock

OBJECTIVE 2.2. Alachua County shall promote construction and rehabilitation techniques that enhance the long-term usability and affordability of housing.

Policy 2.2.1 Energy Conservation. Alachua County shall promote Energy Conservation techniques that incorporate Federal Energy Star Standards as consistent with the requirements of the State Energy Code.

Attachment B

Alachua County Community Development Block Grant

Neighborhood Stabilization Program

Housing Assistance Plan

Approved By Alachua County BOCC

March 24, 2009

Amended by Alachua County BOCC

May 18, 2010

August 24, 2010

I. INTRODUCTION

This manual is a guide for operating the Neighborhood Stabilization Program (NSP) related aspects of the **Alachua County** Community Development Block Grant (CDBG) program. The responsibilities of **Alachua County,** the construction contractor, and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing purchase, rehabilitation, demolition/clearance, and resale or rental of housing units.

The goal for the CDBG program is to purchase foreclosed residential properties, rehabilitate substandard units located in **Alachua County** and to bring them up to a minimum acceptable living standard. This standard is the HUD Section 8 Minimum Housing Quality Standard and the Florida Building Code. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units to be assisted shall be purchased as foreclosed or short sale properties.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. Objectives

The objectives of the **Alachua County** Housing Rehabilitation Program NSP are:

1. To stabilize communities within the County's jurisdiction which are deemed areas of local priority.
2. To encourage the revitalization of very low to low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.
3. To remove unhealthy or hazardous conditions in low-to-moderate income households.
4. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of low-to-moderate income neighborhoods to improve their community.
5. To preserve existing housing stock and to rehabilitate substandard housing.
6. To enable low-to-moderate income families to purchase or rent their homes by providing financial and technical assistance.

7. To reduce utility costs and to improve the comfort of very low to low-to-moderate income families through weatherization aspects and the use of green building technology for rehabilitation.

8. To improve the property tax base in low-to-moderate income neighborhoods.

9. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.

10. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgment may dictate.

B. *Purchasing Policies*

It is the policy of the **Alachua County NSP** Rehabilitation Program to:

1. Identify foreclosed units for possible purchase and rehabilitation for resale or rent to persons of up to 120% of AMI. The supplemental allocation will be used for rental units reserved for persons below 50% AMI.

2. Properties purchased under this program must be bank owned foreclosed properties or be eligible short sales as defined by HUD. Properties must be located in the zip codes as identified by the County in its application to DCA as approved.

3. Use a properly procured property appraiser to appraise each unit.

4. Properties must be purchased at a discount of at least 1% below its appraised value. The cost of purchase is limited to 99% of appraised value.

C. *Identification, Approval and Acquisition of Units*

1. Housing purchase will take place only on units approved by Alachua County and in accordance with grant requirements established by the State of Florida.

2. Alachua County will not purchase units that have pools or other luxury amenities that will increase substantially the maintenance costs, or any properties located in a special flood hazard area.

3. Alachua County will not purchase mobile/manufactured units.

4. The County or its designated representative will conduct due diligence evaluation to ensure that the property meets all applicable county, state, and federal requirements of NSP. Due diligence evaluation includes but may not be limited to an appraisal, survey, title search, inspection, and environmental review.

5. The retention of vendors to provide due diligence services shall be solicited pursuant to the County's policy for small purchases.

6. The County or its designated representative shall review all potential properties to confirm that all due diligence has been conducted and found sound for purchase.

7. Upon formal acceptance of the contract offer by the Seller, the County or its designated representative will work with the closing agent to schedule the acquisition closing.

8. The County must comply with the Protecting Tenants at Foreclosure Act

III. CONFLICT OF INTEREST

Although addressed in other places in this Policy, adherence to rules and regulations on this matter is mandatory. All applicants that may have a business or familial relationship with a member of the **Alachua County Board of County** Commissioners (BoCC), Citizen Advisory Task Force (CATF) Committee, Housing Rehabilitation Specialist, Program Administrator, or participating construction contractors must fully disclose this relationship on the Application and definitely before a construction contract is executed. In addition, all beneficiary names must be disclosed at the regular meetings of the **Alachua County BoCC** and the CATF as selection of beneficiaries occur, and these names must be included in the minutes of both the BoCC and the CATF meetings. The **Alachua County BoCC** and CATF members must disclose any relationship with an applicant and must abstain from any vote related to that applicant. As soon as purchasers or renters are identified, any cases of conflict of interest must be made known at a meeting of the **Alachua County Board of County Commissioners**. Before an applicant with a potential or real conflict is given final approval for participation, **Alachua County** must notify the Department of Community Affairs (DCA) in writing. Prior to any rehabilitation, **Alachua County** must receive written notification of DCA's approval of the application, in accordance with 24 C.F.R. Section 570.489. If this process is not followed the local government and/or the applicant may be liable for returning the funds to the program.

IV. NSP PROGRAMS

A. HOMEOWNERSHIP

The Alachua County Neighborhood Stabilization Program will provide buyers with a principal reduction subsidy not exceeding 50% of the purchase price. While the assistance to be provided is termed "*Principal Reduction*", at the discretion of the lender, funds may be used to cover loan-specific required down payment and/or closing costs within NSP program parameters.

1. Lender guidelines have been established to ensure that households are not cost burdened by housing payments after the purchase of a NSP home.

2. Application procedures have been established to provide assistance on a first-come-first-qualified-first served basis.

3. Income Categories to be served:
The income categories to be serve are low, very low, and moderate income households up to 120% AMI, per the U.S. Department of Housing and Urban Development (HUD) Income Limits for Gainesville MSA, as updated and distributed annually by the Florida Housing Finance Corporation. Total household income must not exceed 120% AMI set for the HUD Section 8 program at the time assistance is provided

4. Maximum Award: Not to exceed 50% of the purchase price

Very-Low	Up to $30,000
Low	Up to $20,000
Moderate	Up to $10,000

5. Deferred Payment Loan

Funding for this program will be provided on a first-come-first qualified-first-served basis in the form of a zero-interest 15 year deferred payment mortgage. Payment is due upon sale if sold within the 15 year term. As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will not have to be repaid. Any principal reduction, down payment and/or closing cost, will be included in a recorded mortgage and will be subject to the above recapture provisions. Default of the loan occurs if mortgagor no longer resides in the home as their principal residence, or if any part of the property or any interest in it is sold, transferred, gifted or otherwise conveyed, or fails to maintain reasonable required standards of care and maintenance whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is

divested of title by judicial sale, levy or other proceeding, or if foreclosed action is instituted against the property. In the event that the sole owner dies or both/all owners die within the fifteen-year loan period, repayment of the loan will not be required. Subordination of this deferred payment mortgage will only be approved under the guidelines of the current *Subordination Policy* established for existing housing programs. If repayment of a DPL becomes due, the prorated principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the **Alachua County BoCC** may, at their discretion, allow repayment of the DPL over a term not to exceed twenty (20) years, at a yield of not more that six percent (6%) interest per annum.

6. Recipient Selection Criteria:

Applicants meeting the following requirements will be served on a first- come-first qualified-first-served basis:

a. Income eligible: Very Low, Low, or Moderate income under applicable U.S. Department of Housing and Urban Development (HUD) income guidelines, as updated and distributed annually by the Florida Housing Financing Corporation.

b. Applicant cannot currently own a home with the exception of a mobile home, or a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure.

c. Applicant must attend a home buyer education class provided by a HUD certified counseling agency.

d. Applicant must be qualified for a mortgage loan through an institutional lender, as evidenced by an approval letter.

e. Applicant must be able to make the required minimum buyer's contribution towards the purchase as listed below per income category:

Very-Low	Minimum of $500
Low	Minimum of $1,000
Moderate	Minimum of $1,500

f. Mortgage payments (Including Principal, interest, taxes, and insurance) may not exceed 36% of the household's gross monthly income. Due to NSP properties having not been homesteaded as a result of previous foreclosure status, exception to the 36% front-end ratio may be granted in such situations.

g. Homeowner's hazard insurance will be required for all homes and must be maintained for the entire period of the DPL.

h. All applicants that may have a business or familial relationship with a member of the **Alachua County BoCC**, the CATF, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a purchase contract or rental lease is executed.

~~***B. Deferred Payment Loans(DPL)***~~

~~Deferred Payment Loans are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan only if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within fifteen years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance. Refinances are governed by Alachua County's subordination policy. During the fifteen year period, the principal is "forgiven" or subtracted from the principal balance in equal monthly amounts, so that at the end of the fifteenth year of owner occupancy (by at least one of the recipients if owned jointly), the loan is fully amortized. There is no interest charged during the fifteen years.~~

~~In the event that the sole owner dies or both/all owners die within the fifteen year loan period, repayment of the loan will not be required.~~

~~If repayment of a DPL becomes due, the prorated principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the **Alachua County BoCC** may, at their discretion, allow repayment of the DPL over a term not to exceed twenty (20) years, at a yield of not more that six percent (6%) interest per annum.~~

B. NSP SUPPLEMENTAL ALLOCATION RENTAL PROGRAM

~~The Alachua County NSP provides financing to homeowners in the form of 100% Deferred Payment Loans, the amount of which shall be identified below.~~

1. For ~~both~~ rental properties ~~and purchase assistance~~, Alachua County will either provide financing mechanisms for non- profit housing providers through a sub recipient agreement, mortgage and promissory note for the amount of the after rehab appraisal or the total amount of eligible program costs invested in each property, which

ever is less, in accordance with NSP parameters, or Alachua County will retain ownership and use as rental properties for very low-income households. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan only if the owner sells or transfers ownership of the rehabilitated home, ceases to use it as rental property for very low-income households within fifteen years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance. Refinances are governed by Alachua County's subordination policy. During the fifteen-year period, the principal is "forgiven" or subtracted from the principal balance in equal annual amounts, so that at the end of the fifteenth year, the loan is fully amortized. There is no interest charged during the fifteen years.

~~2. Homeownership counseling will be provided for purchase assistance in accordance with an approved HUD 8 hour course.~~

~~3. Ownership first mortgages will be provided in accordance with the individual non profit provider guidelines.~~

~~4.~~ Homeowner's

2. Hazard insurance will be required for all homes ~~whether owner occupied or rental~~ and must be maintained for the entire period of the mortgage.

3. Alachua County will monitor rental units for the period of affordability to ensure program compliance. Properties must be rented to households whose gross annual income does not exceed 50% of Area Median Income, adjusted for household size.

4. All applicants that may have a business or familial relationship with a member of the **Alachua County BoCC**, the CATF, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a purchase contract or rental lease is executed.

~~6. Purchase or rental assistance will be on a first come, first served process for eligible applicants. The Limit of purchase assistance will be a maximum of 50% of the purchase price.~~

~~7. Marketing and identifying and contracting to prospective homebuyers will be the responsibility of non profit subrecipients. The County will determine final eligibility.~~

~~8. When non profit subrecipients transfer property to the homeowner, the mortgage to the non profit will be satisfied and a new mortgage will be recorded with NSP restrictive covenants to the homeowner.~~

~~*A. Deferred Payment Loans(DPL)*~~

~~Deferred Payment Loans are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan only if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within fifteen years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance. Refinances are governed by Alachua County's subordination policy. During the fifteen-year period, the principal is "forgiven" or subtracted from the principal balance in equal monthly amounts, so that at the end of the fifteenth year of owner occupancy (by at least one of the recipients if owned jointly), the loan is fully amortized. There is no interest charged during the fifteen years.~~

~~In the event that the sole owner dies or both/all owners die within the fifteen-year loan period, repayment of the loan will not be required.~~

B. C. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. correcting local housing code (Florida Building Code) and Section 8 standard violations;
2. providing cost effective energy conservation features such as Energy Star appliances, double pane windows, upgrading of insulation and landscaping;
3. provide reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible; and
4. correcting health and/or safety violations that may be present.

V. QUALIFICATIONS

A. General

All applicants that may have a business or familial relationship with a member of the **Alachua County BoCC**, the CATF, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a purchase contract or rental lease is executed.

B. *Household Income*

The following rules are applicable in determining household income:

1. The gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under 18) are not included in total.

2. Occupants of a dwelling who are not related to or dependent upon the owner(s) are not considered as part of the owner's household.

3. Rent or other household support contributed by non-household occupants of a dwelling is included in household income.

4. The owner' s assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

C. *Cost Feasibility*

1. The purchase price may not exceed 99% of appraised value.

2. Purchase price shall not exceed $155,000.

3. Rehabilitation costs shall not exceed $75,000 without approval of the Alachua County BoCC.

VII. PROCEDURES

A. *Inspection*

Each property will be inspected and the Housing Rehabilitation Specialist will prepare a work write up and estimate. The offer to purchase will be made to the owner consistent with the policies set forth by the Housing Assistance Plan.

After purchase, a final work write up and cost estimate along with bidding documents will be provided by the Housing Rehabilitation Specialist.

B. *Bidding*

When the case receives preliminary approvals, bid requests are submitted to the Office of Management and Budget to initiate the bid process in accordance with Alachua County Purchasing Policies & Procedures The administrator will make maximum effort to work with the Office of Management and Budget/Purchasing to ensure participation by minority contractors.

A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Advertising for individual jobs will be conducted as necessary but will not exempt contractors from the requirement that they must be pre-qualified.

Each contractor must attend a pre-bid conference held at the house to be rehabilitated or inspect the house under the owner's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the house(s).

Sealed bids will be opened at a public bid opening. The Housing Rehabilitation Specialist will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate.

Alachua County and owner reserve the right to reject any and all bids and to award in the best interest of **Alachua County**. The owner must approve the bid award prior to signing contracts.

Each contractor must satisfactorily complete one job through the Housing Rehabilitation Program before receiving any additional contracts. No contractor will be allowed to have more than two (2) jobs under construction at one time without consent of the local government designated representative unless:

1) the anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or

2) the contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the **Alachua County** BoCC if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

C. *Contracting and Rehabilitation*

The contract amount and contractor are recommended by the Office of Management and Budget to the Alachua County Board of County Commissioners before the contact is signed. The contract amount and contractor are all approved by the designated representative.

The rehabilitation contract is executed between the owner and the contractor Rehabilitation Agreements are executed by the designated representative authorized to act on behalf of the **Alachua County** Board of County Commissioners.

The Notice of Commencement is recorded immediately by the Contractor. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible. The contract time of performance (generally 45 - 60 days) begins with issuance of the Notice to Proceed.

D. *Inspections*

Periodic inspections of the rehabilitation construction are performed by **Alachua County** and the Housing Rehabilitation Specialist throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the Housing Rehabilitation Specialist prior to the contractor's receiving partial or final payment. The owner's acceptance of the work is also required before payment is received.

E. *Change Orders*

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the designated representative as established by amount in accordance with Alachua County's Purchasing Policies and Procedures. Change orders may be issued to correct code deficiencies or to obtain any other desired change in the work. CDBG funds above $1,000 can only be for change orders that correct code violations as documented by the local building official, a bonafide code

violation report, or to meet Section 8 housing quality standards found after construction begins. ~~Other changes will be at the owner's expense.~~

F. Payment

Housing Repairs

~~Contracts of $10,000 or less will not be paid until the contractor has completed the job. Contracts in excess of $10,000 allow a partial payment upon satisfactory completion of 50% of the work. Contracts in excess of $18,000 allow that partial and final payments be submitted for each third (1/3 or 33 1/3%) of the work that is satisfactory completed.~~

Contracts of $10,000 or less will not be paid until the contractor has completed the job. Contracts in excess of $10,000 allow a partial payment upon satisfactory completion of 60% of the work, with a retainage of 20% of the completed contract amount. Completion of 61% - 90% of the work allows a partial payment less a retainage of 20% of the full contract amount. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the Housing Rehabilitation Specialist, designated representative and the Administrator.

Construction Completion Payment	Percentage of Funds Paid
Less than 60%	0 %
60%	40%
100%	80%
100%	After Certificate of Occupancy is issued and all punch list items are 100% completed .

Approval of a partial payment requires:

1. a determination by the Housing Rehabilitation Specialist and the designated representative that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as

long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor;

2. approval of the work by the owner; and

3. an affidavit from the contractor stating that either:

   (a) there are no claims for unpaid goods and/or services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their goods and services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or

   (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. acceptance of all work by the property owner, the Housing Rehabilitation Specialist, and designated representative;

2. submission of all manufacturers' and other warranties (i.e., appliances, roofing, extermination, contractor's warranty covering the entire job for one year, etc.);

3. waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice;

4. a certificate of occupancy or final approval from the Building Inspector to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements;

5. completion of all punch list items; and

6. an affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

If the owner refuses to authorize payment due to a dispute with the contractor, the Program Administrator may recommend disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with policies and the goal of the program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent

information shall be presented to the Citizen Advisory Task Force for their final determination. Sufficient documentation to this effect shall be placed in the case file.

G. *Disputes and Contract Termination*

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. *Follow-Up*

After completion of the contract, it is the owner's responsibility to notify the contractor **in writing** of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time frame and in a satisfactory manner, the Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service to the contractor and a copy to the designated representative. The contractor will then take action as monitored by the owner and the Housing Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program.

IX. CONTRACTOR LISTING

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum effort to utilize local and minority contractors.

A. *Recruiting*

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the local government's compliance with Federal Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

The existing purchasing policy of **Alachua County** will be used to determine eligibility of the contractors.

B. Contractor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the Administrator of Housing Rehabilitation and by the Florida Department of Community Affairs.

Basic contractor qualifications include:

1. Current license(s) with the appropriate jurisdiction;

2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;

3. Insurance meeting Type "A" requirements as established by the Alachua County Risk Management division including: Contractor's Public Liability Insurance in an amount not less than $1,000,000 aggregate coverage. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law. A certificate evidencing Auto Insurance including bodily injury in an amount not less than $1,000,000 per accident and in the aggregate. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than $1,000,000 combined single limit per occurrence. Copies of certificates shall be provided to the County. The Contractor shall provide the County with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Rehabilitation Program before discontinuing coverage.

4. A satisfactory credit record, including:

   (a) references from two (2) suppliers who have done business with the contractor involving credit purchases; and

(b) references from three (3) subcontractors who have subcontracted with the contractor; and

(c) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;

5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;

6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DCA.

The Housing Rehabilitation Specialist will assure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The Housing Rehabilitation Specialist will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment, are also explained to the contractor.

C. *Disqualification*

Contractors may be prohibited or removed from program participation for:

1. poor workmanship or use of inferior materials;

2. evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;

3. failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;

4. failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;

5. disregarding contractual obligations or program procedures;

6. loss of license(s), insurance or bonding;

7. lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;

8. abandonment of a job;

9. failure to complete work in a timely manner;

10. inability or failure to direct the work in a competent and independent manner;

11. failure to honor warranties;

12. ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DCA;

13. other just cause that would expose the Program or owner to unacceptable risk;

14. failure to respond to a minimum of three (3) consecutive requests for bids; or

15. at the contractor's request.

X. RELOCATION/DISPLACEMENT

The Alachua County NSP will not displace any persons with this program.

XI. APPEALS/COMPLAINTS

The Housing Rehabilitation Specialist, the designated representative and the Program Administrator are authorized by **the Alachua County Board of County Commissioners** to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, and contract management. Citizens and/or contractors should issue complaints to the Housing Rehabilitation Specialist or the Program Administrator. For a complaint to be considered valid, it must be issued in writing within a period of 30 days of its occurrence. Responses also should be issued in writing.

If the complainant is not satisfied with the Program Administrator's response, the issue must be presented in writing to the Alachua County's Citizen Advisory Task Force (CATF). If the complaint cannot be resolved by the CATF, the Alachua County Board of County Commissioners will review the grievance and make a decision based upon program regulation, local policies, and availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Community Affairs.

XII. PROGRAM INCOME

Deferred Payment Loans will be monitored by the Housing Rehabilitation Specialist during the CDBG period of agreement. After the expiration of the agreement between **Alachua County** and the State, the monitoring will be performed by the designated representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional NSP activities as authorized by the Department of Community Affairs. Program income or DPL payment received subsequent to closeout will be ~~returned to the Department of Community Affairs unless the state's program income regulations are changed.~~ retained by Alachua County.

XIII. DATA PROVIDED TO DCA FOR ADMINISTRATIVE CLOSEOUT

The following data will be provided by housing unit as part of the administrative closeout for each activity providing a direct benefit and summarized by activity and submitted with the administrative closeout package:

A. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.

B. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household and the LMMI status of the household.

C. The number of occupants in the household, categorized by gender.

D. The racial demographics of the household by number (white, black, Hispanic, Asian/Pacific Islander, Hasidic Jew or American Indian/Alaskan native.

This Housing Assistance Plan is adopted this 24th day of August, 2010.

Cynthia Chestnut, Chair
Alachua County Board of County Commissioners

Attest:

Clerk

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

Alachua County
Dept. of Growth Management
Housing Programs

(N.S.P.) Neighborhood Stabilization Program

Frequently Asked Questions:

(1) What is NSP?

The Neighborhood Stabilization Program (NSP) was established through the Housing & Economic Recovery Act of 2008 in an effort to combat some of the challenges associated with a declining economy and escalating foreclosure rates. Alachua County was awarded funding under this program through the Florida Department of Community Affairs (DCA) to acquire & rehabilitate single family units in designated areas of the County.

(2) How does Alachua County plan to implement this program?

The County has already purchased foreclosed homes within the designated zip code areas and is currently in the process of rehabilitating these homes. Once the repairs are fully completed and the properties are evaluated by a licensed appraiser, they will be put up for sale to eligible home buyers.

(3) What are the benefits of purchasing an NSP home?

- The properties will be fully rehabilitated and brought to housing code by licensed & insured contractors. The scope of work may include some of the following:
  - ✓ New windows & doors
  - ✓ New Water heater & plumbing
  - ✓ New flooring
  - ✓ New roof
  - ✓ Cooling & Heating Unit / upgraded insulation
  - ✓ New appliances / light fixtures / other misc repairs
  - ✓ Other energy efficiency upgrades.

  * This is not an all-inclusive list applicable to each individual home but merely an example of some of the work that may be completed at a given property*

- The County will provide down payment/principal reduction assistance to subsidize mortgage affordability & buyer cost.

(4) What are the income eligibility levels?

Alachua County NSP Income Limits Chart (Revised 6-8-11) Maximum annual household income adjusted for Family size FY 2011/2012			
Household Size	Very Low (30% to 50% of AMI):	Low (51% to 80% AMI):	Moderate: (81% to 120% of AMI):
1	$20,450	$32,700	$49,080
2	$23,350	$37,350	$56,040
3	$26,250	$42,000	$63,000
4	$29,150	$46,650	$69,960
5	$31,500	$50,400	$75,600
6	$33,850	$54,150	$81,240
7	$36,150	$57,850	$86,760
8	$38,500	$61,600	$92,400

(5) How much down payment/principal reduction is being offer?

Principal reduction and/ or down payment Assistance is based on the combined annual gross income of the household. Please keep in mind that "household income" includes earned wages & other sources of income for everyone that intends to reside in the subject property. Please refer to the "Income Limits Chart" listed above (#4) and the chart below listing the subsidy for each corresponding income level.

Alachua County NSP maximum subsidy Per Income Level	
Very-Low	**Up to $30,000**
Low	**Up to $20,000**
Moderate	**Up to $10,000**

(6) What are the other eligibility criteria to purchase a NSP Home?

- Buyer cannot own a home at the time of purchase of a NSP property.
- Combined Household income *{including all sources of income: salaries, Social Security benefits, child support & alimony, income from pensions & retirement, etc.}* cannot exceed 120% of the area medium income adjusted for family size. **Scroll up** to view the "Income Limits Chart".

- Buyer must have sufficient income & credit worthiness to qualify for a fix 30-year mortgage thru an institutional lender. **Scroll down** to view a list of suggested lenders. First mortgage payment (principal, interest, taxes, insurance (s)) is limited to a maximum debt-to-income-ratio of 36/42. For questions regarding ratios, please contact your lender directly.

- Buyer must occupy the NSP home as their primary residence for a period of at least 15 years.

- **Buyers are required to make a contribution towards the purchase of a NSP home**. Per the guidelines provided by HUD for the administration of the NSP program, buyers must contribute 50% of the required down payment for their particular loan type. For example, as of now, the required minimum down payment for a FHA Loan is 3.5%. This means that for a NSP participant he or she must contribute (from their own funds) at least 50% of that 3.5% requirement. *This information is given on this flyer as a form of disclosure and the structure & details of your loan is to be figured out between your lender and our staff.*

(7) Do I need to take a class to be eligible for this program?

YES! Buyers are required to attend a "Home Buyer's Education" class provided by a HUD-certified counseling agency. To register for the next available class please contact the following organizations directly:

- **City of Gainesville Housing Division:** 352-334-5026
- **NHDC** (Neighborhood Housing Developing Corporation) 352-380-9119

(8) Since the NSP homes will be fully rehabilitated, do I still need to obtain a home inspection?

While it is generally recommended as part of a real estate transaction, it is not required to participate in the NSP program. Alachua County will do a "*before*" and "*after*" home inspection but it is intended to assist in determining the scope of work needed and later confirm the completion of it. ***Alachua County does not guarantee properties to be free from defects or mechanical malfunctions***; therefore it is the buyer's responsibility to obtain the opinion of a licensed professional in the field. If you need a list of suggested home inspectors, please discuss that with your realtor.

(9) When will these properties become available?

Once the rehab is completed and the "*after-appraisal*" is conducted, our staff will issue a press-release announcing the subject property as available for sale. On the announcement, a specific time frame to submit offers will be included. If you would like to be notify when properties become available, please send an email to: jopoole@alachuacounty.us and include on the subject line "***NSP Houses for Sale***" and on the body of the email indicate that you would like to be added to the "NSP Notification List".

(10) Are deposits required when placing an offer for an NSP property? Yes. A $500 binder-deposit is required when submitting an offer. These funds will be held in escrow by the title agency conducting the closing and it will count towards the "*minimum buyer's cash contribution*".

(11) Do I need a realtor and who pays his or her commission? Yes. Alachua County requires buyers to choose a *licensed realtor* to assist & represent them in the process of buying a NSP home. As the seller, the County will pay for the buyer realtor's commission in the amount of 3.5% of the of purchase price. This compensation is to be disbursed *at closing* and reflected on the final HUD1.

(12) For the NSP subsidy to be provided, is there interest or monthly payments collected by the County? No, the subsidy is being provided in the form of a soft second mortgage with no interest and no monthly payments.

(13) What are the terms of the NSP "soft second mortgage"?
A 15 year Mortgage Lien taking 2nd position is to be recorded against the property associated with the assistance. As previously mentioned on question #12, there is neither interest nor monthly payments due on this mortgage.

14) Does the subsidy funds needs to be pay back to the County?
Not while the buyer resides in the home as their primary residence for the full term of the mortgage but on the 15th year anniversary it will become completely forgiven. However, the amount on the mortgage will become due in full upon the sale or refinance of the property **if** it occurs *prior to* the 15 year period.

(15) What are the "steps-by-steps" to purchase a home thru this program?

a) Send an email to jopoole@alachuacounty.us and request to be added to the "NSP Notification List" so that you may know when properties become available for sale.

b) Contact a lender from our list of "*Suggested Lenders*" to obtain a pre-qualification letter. If they have any questions they can contact us at: jopoole@alachuacounty.us.

c) Choose a "buyer's realtor" to represent you and inform him or her that you would like to purchase an NSP home. If they have any questions they can contact us at: jopoole@alachuacounty.us.

d) Register to attend a "home buyers education" class, contact information listed under section # 7 on this flyer.

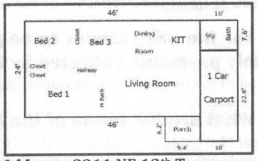
e) When the property that you are interested in becomes available, have your realtor submit an offer within the designated time frame and including all the required

documents. Your realtor can contact us at jopoole@alachuacounty.us if they need to obtain our "NSP-Offers Package" or if they have any questions regarding this step.

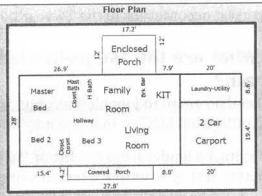
f) Wait to hear back from our staff regarding your offer.

16) Are any pictures, address, or other details pertaining to the property available? Yes, see below.....

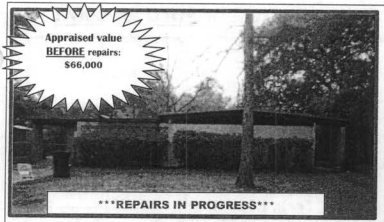
Listing of NSP properties that will become available soon!

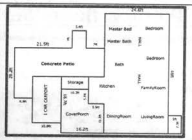


Address: 2211 NE 12th Terrace
Gainesville, FL 32609
Size (Square Fee): 1,104
Rooms: 3 BR / 1.5 baths
Year Built: 1965
R.E. Taxes: $2,010.87/ **Tax year:** 2010



Address: 22532 SE 59th Place
Hawthorne, FL 32640
Size (Square Fee): 1,456
Rooms: 3 BR / 2 baths
Year Built: 1968
R.E. Taxes: $2,398.66/ **Tax year:** 2010



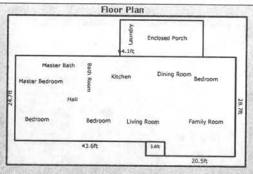


Floor Plan

Address: 3009 NE 11th Terrace
Gainesville, FL 32609
Size (Square Fee): 1,245
Rooms: 3 BR / 2 baths

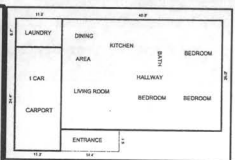
Year Built: 1961 /**R.E. Taxes:** $2,044.31/ **Tax year:** 2010

Floor Plan



Address: 3713 SE 14th Terrace
Gainesville, FL 32641
Size (Square Fee): 1,665

Rooms: 3 BR / 2 baths **Year Built:** 1962 **R.E. Taxes:** $2,363.14/ **Tax year:** 201

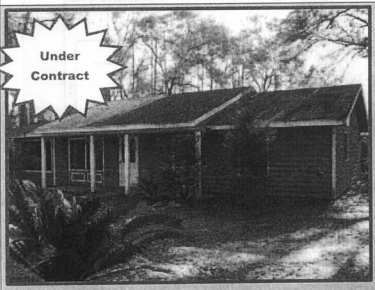


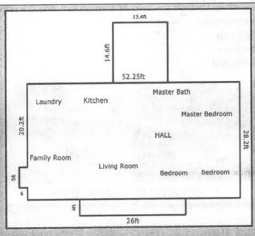
Floor Plan

Address: 3741 SE 17th Ave
Gainesville, FL 32641
Size (Square Fee): 1,040
Rooms: 3 BR / 1 bath
Year Built: 1964
R.E. Taxes: $2,165.93/ **Tax year:** 201

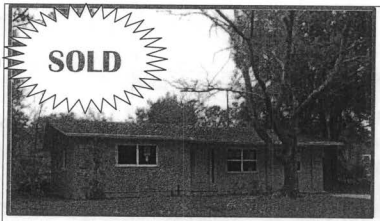
Listing of NSP properties either Under Contract or SOLD already !

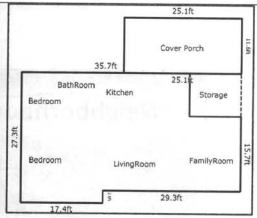
R.E. Taxes: $2,414.19
Tax year: 2010
Address: 1631 SE 37th Street Gainesville, FL 32641
Size (Square Fee): 1,555
Rooms: 3 BR / 2 baths
Year Built: 1963



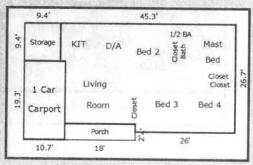


Address: 12017 NW 164th Terrace Alachua, FL 32615
Size (Square Fee): 1,483
Rooms: 3 BR / 2 baths / **Year Built:** 1979 / **R.E. Taxes:** $2,164.68/ **Tax year:** 2010





Address: 3150 NE 12th Street /Gainesville, FL 32609 /**Size (Square Fee):** 1,099
Rooms: 2 BR / 1 bath / **Year Built:** 1965 / **R.E. Taxes:** $1,779.26/ **Tax year:** 2010



Address: 2923E NE 11 Terrace
Gainesville, FL 32609

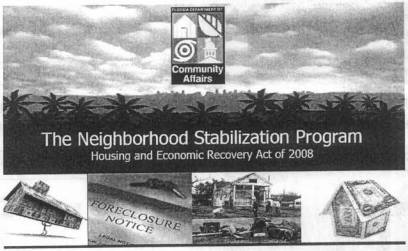
Size (Square Fee): 1,151
Rooms: 4 BR / 1.5 baths /**Year Built:** 1962 /**R.E. Taxes:** $1,886.72 **Tax year:** 2010

Who can I contact if I have additional questions?

Jenny Poole, Housing Programs Coordinator
jopoole@alachuacounty.us
OR
Tom Webster, Housing Programs Manager
twebster@alachuacounty.us

*** Program Guidelines may be subject to change ****
*****Document last revised on June 8th 2011*****

Neighborhood Stabilization



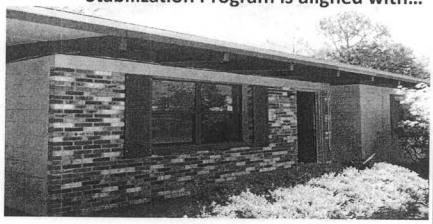
Neighborhood Stabilization Program Purpose

- To stabilize communities impacted by high foreclosure rates.
- To provide relief to lending institutions to reduce inventory of foreclosed properties.
- To preserve and extend life of housing stock
- To provide affordable housing opportunities for low to moderate income customers.

NSP Funding Available To Alachua County

- $1.4 Million to Regular Allocation
- $1.5 Million for Supplemental Allocation
- $2.9 Million Total
- Regular Allocation: Acquire, rehab, resale
- Supplemental Allocation: rental only

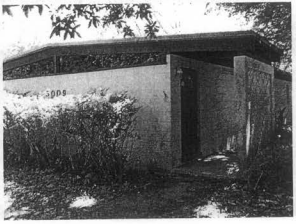
Alachua County Neighborhood Stabilization Program is aligned with...



County Policies, Goals, and Objectives established in...

- County Commission Guiding Vision
- Housing Element of the Alachua County Comprehensive Plan

Alachua County Neighborhood Stabilization Program is Governed By:



Federal NSP Regulations

- HERA of 2008
- Federal Register Notices
- NSP Policy Alerts
- NSP Resource Exchange
- Existing Federal CDBG Regulations
- Existing OMB Circulars

Key HUD Requirements

- Funds must be obligated by September 2010
- Homes must be sold to low to moderate income families.
- Rental homes for very low income families compulsory.
- Minimum Purchase discount required (1%)
- Define target areas based on HUD's data base.
- Units must meet definition of "foreclosed."
- Established program delivery options:
  - subgrantee, sub recipient, or developer model

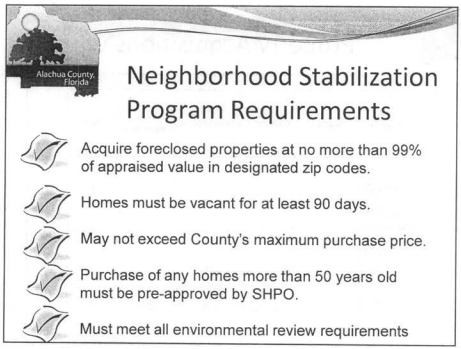
State of Florida NSP Regulations

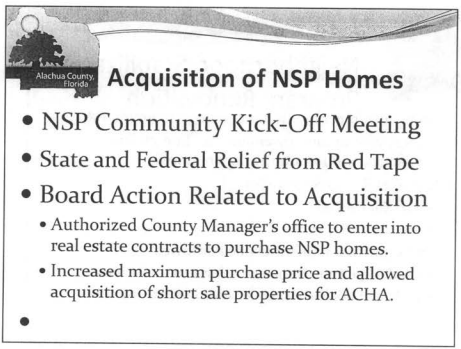
- DCA Substantial Amendment to HUD Plan (2)
- Executed Agreement with DCA
- Technical Memorandums
- Existing State of Florida CDBG regulations
- Periodic webinars and conference calls

Local NSP Regulations...

- County NSP Housing Assistance Plan

  Adopted March 2009, May, August 2010
- County NSP Property Conveyance Ordinance: Adopted November 23, 2010
- County Procurement Policies
- Finance and Accounting Policies


Alachua County, Florida
Neighborhood Stabilization Program Requirements
Acquire foreclosed properties at no more than 99% of appraised value in designated zip codes.
Homes must be vacant for at least 90 days.
May not exceed County's maximum purchase price.
Purchase of any homes more than 50 years old must be pre-approved by SHPO.
Must meet all environmental review requirements


Alachua County, Florida
Acquisition of NSP Homes
• NSP Community Kick-Off Meeting
• State and Federal Relief from Red Tape
• Board Action Related to Acquisition
• Authorized County Manager's office to enter into real estate contracts to purchase NSP homes.
• Increased maximum purchase price and allowed acquisition of short sale properties for ACHA.

Property Acquisitions Chart

Location	Alachua	Gainesville	Hawthorne	Unin-corporated	Total
Resale	1	4	1	3	9
Housing Authority	2	4	0	0	6
Other-Rental	1	3	0	1	5
Total	4	11	1	4	20

Neighborhood Stabilization Program Renovation

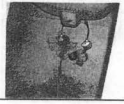
- Units must meet minimum housing requirements
- Energy efficient improvements i.e. Energy Star appliances, windows, and doors required.
- Marketability expenses allowed :
  - Exterior painted
  - Interior walls painted
- Environmental Issues must be addressed i.e.
  - Lead Based Paint Inspections/Mitigation/Clearance
  - Mold and mildew Inspections/Mitigation/Clearance

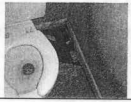
Alachua County, Florida

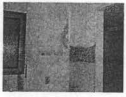
Neighborhood Stabilization Program
Exterior Home Repair Challenges

Alachua County, Florida

Neighborhood Stabilization Program
Interior Home Repair Challenges







Neighborhood Stabilization Program Resales

1. **Asking Price based on post rehab appraisal.**
2. **Purchase price may not include disposition costs.**
3. **Sold to low to moderate income homebuyers.**
4. **HUD Certified Homebuyer Education Class required.**
5. **Lending requirements for 1st mortgage.**
6. **Homes are advertised and conveyed per NSP Ordinance.**
7. **Full price offers received on first 4 homes For Sale.**
8. **Soft second mortgage assistance available.**
9. **Buyer must obtain licensed realtor of their choice.**
10. **Sale proceeds used to renovate and buy more homes.**

Neighborhood Stabilization Program Rental Properties

Alachua County Housing Authority

a. Six homes were selected by ACHA.

b. Very low income renters.

c. Must be permanent, affordable rental housing for 15 years.

Request for Proposals

Five rental homes made available to not for profit via RFP.

Alachua County Neighborhood Stabilization Program Economic Impact

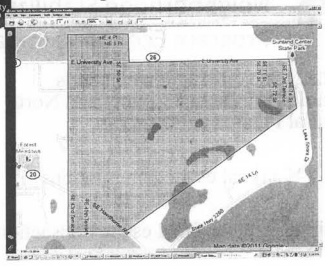
$562,226 in construction contracts awarded to Alachua County and North Central FL area contractors.

$102,845 in real estate commissions

Multiplier effect of real estate transactions

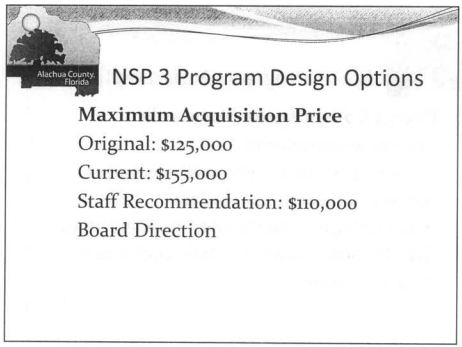
Alachua County Neighborhood Stabilization Program

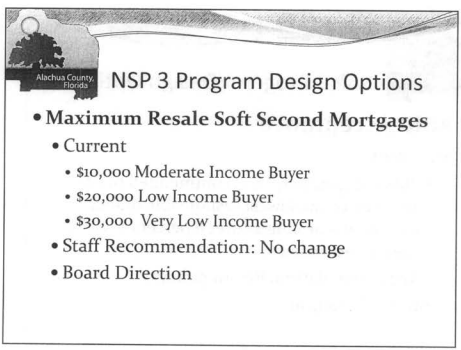
NSP 3 Program Designated Target Area



NSP 3 Program Design Options

- Maximum Acquisition Price
- Maximum Awards for Soft Second Mortgages
- Energy Conservation Standards
- Bid Acceptance
- Minimum Buyer Contribution
- Participation in First Look Program


Alachua County, Florida
NSP 3 Program Design Options
Maximum Acquisition Price
Original: $125,000
Current: $155,000
Staff Recommendation: $110,000
Board Direction


Alachua County, Florida
NSP 3 Program Design Options
Maximum Resale Soft Second Mortgages
Current
$10,000 Moderate Income Buyer
$20,000 Low Income Buyer
$30,000 Very Low Income Buyer
Staff Recommendation: No change
Board Direction

NSP 3 Program Design Options

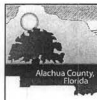
- **Energy Conservation Standards**
- Current Requirements
  - Energy Star Doors, Windows, Appliances
  - R-30 Insulation where feasible
  - Seer rating of 15 for electric heat pump units.

Staff Recommendation: Retain requirements

Board Direction

NSP 3 Program Design Options

- **Bid Acceptance**
- Current
  - Bids will generally be recommended to be awarded to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate.
  - Recommendation: Retain policy
  - Board Direction

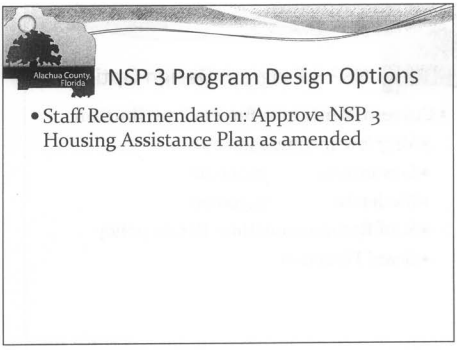


NSP 3 Program Design Options

- **Current Minimum Buyer Contribution**
  - Very low-income $500.00
  - Low income $1,000.00
  - Moderate $1,500.00
  - Staff Recommendation: Retain policy
  - Board Direction

NSP 3 Program Design Options

- **Participation in First Look Program**
- Current: Alachua County has not participated in Fannie Mae Program which allows NSP recipients to buy homes before being listed on MLS.
- Staff recommendation: None
- Board Direction


Alachua County, Florida
NSP 3 Program Design Options
• Staff Recommendation: Approve NSP 3 Housing Assistance Plan as amended

July 12, 2011 Regular BoCC Meeting
Agenda Item #18

Title
Solid Waste: Authorization to Advertise Public Hearing (Amended)

Amount
9,164,569.77

Description
Solid Waste Initial Assessment Resolution: Request authorization of Public Hearing to set solid waste assessment rates and direction to provide notice.

Recommendation
Adopt the resolution and authorize publishing of the newspaper notice of the September 13, 2011 public hearing to set rates for solid waste non-ad valorem assessments and authorize provision of notice to affected property owners on the Notice of Proposed Taxes (TRIM).

Alternative(s)
Do not adopt the resolution and do not collect the assessments.

Requested By
Richard L. Hedrick, 352-374-5245, ext. 1211

Originating Department
Public Works

Attachment(s) Description
Initial RateResolution and Exhibits A through H

Documents Requiring Action
Resolution 11-___

Executive Summary
This is the Initial Assessment Resolution authorizing a public hearing to set rates for solid waste assessments for Fiscal Year 2011-2012 and directing the provision of notice through the Notice of Proposed Taxes (TRIM) and through newspaper notice.

Background
On December 14, 2010 the Board adopted Resolution 10-120, electing to use the uniform method of collecting non-ad valorem assessments for mandatory curbside collection, rural collection center and solid waste management programs.

The public hearing to set rates for the solid waste management assessments is scheduled for September 13, 2011. *Florida Statutes* require notice of the public hearing to be published in a newspaper at least 20 days prior to the public hearing. Notice will also be provided to the owner of each affected property on the Notice of Proposed Taxes (TRIM).

The proposed annual non-ad valorem assessment rates for mandatory

solid waste collection, disposal and recycling for FY 2011-2012 are as follows:

Per Dwelling Unit:

20 gallon	35 gallon	64 gallon	96 gallon
$163.42	$183.37	$240.68	$335.75

These rates represent a 2.7% to 9.6% decrease over the 2010-2011 fiscal year rates.

The proposed assessment for the rural collection centers is $88.14 per residential unit in the non-mandatory area, which is 38% lower than the current fiscal year.

The solid waste assessment, which has been in place since October of 1997, funds the Waste Alternatives Program, thirty-six percent of the rural collection centers, and the hazardous waste program. Staff is proposing to add the costs of maintaining the County's four closed landfills and Balu Forest as a future solid waste management facility to the solid waste assessment. Costs for the maintenance of closed landfills and Balu Forest are currently funded through the tipping fee at the Leveda Brown Environmental Park and transfer station. Beginning in January of 2010 one of the commercial waste haulers began diverting 4,000/tons of waste per month out of Alachua County. This has resulted in those customers not contributing to the costs of the maintenance of the closed landfills and Balu Forest. By shifting these costs to the solid waste assessment, all users of the solid waste system will again contribute equitably. The tipping fee at the Leveda Brown Environmental Park will be reduced by approximately $4.00/ton to reflect this change.

The proposed assessment rates for solid waste management are: $17.78 per Dwelling Unit on residentially collected Residential Property in the incorporated areas and in the Mandatory area, $11.32 per Dwelling Unit on residentially collected Residential Property in the Non-Mandatory area, and $16.62 per Dwelling Unit on commercially collected Residential Property. This reflects an increase of $0.65 to $1.38 over the current fiscal year.

For Commercial Property, the rate is based on waste generation categories, as follows: Less than 5 tons per year, $14.16; 5 to 9.9 tons per year, $43.07; 10 to 19.9 tons per year, $86.44; 20 to 29.9 tons per year, $144.25; 30 to 39.9 tons per year, $202.07; 40 to 49.9 tons per year, $259.88; 50 to 74.9 tons per year, $361.06; 75 to 99.9 tons per year, $505.60; 100 to 149.9 tons per year, $722.41; 150 to 199.9 tons per year, $1,011.49; 200 to 499.9 tons per year, $ 2,023.27; 500 to 999.9 tons per year, $4,335.92; 1,000 to 1,899.9 tons per year, $8,383.04; over 1,900 tons per year, $13,189.01. This is an 18.2% increase, in all categories, from the current fiscal year. Federal, state and local governmental property is not assessed, including the University of Florida (UF).The above rates are proposed rates to be advertised on the TRIM notice but may be adjusted through the budget process until the final rate resolution is adopted in September. Final rates cannot exceed these initial rates.

Issues

Whether or not to continue to collect approximately $9 million through non-ad valorem assessments to pay for curbside collection, rural collection center, and solid waste management programs to include maintenance of closed landfills and Balu Forest.

Fiscal Recommendation

Collect approximately $9 million in non-ad valorem assessments to fund the mandatory curbside collection, rural collection center and solid waste management programs.

Fiscal Alternative(s)
Do not collect approximately $9 million in revenue to fund these programs.

Funding Sources
Revenue

Account Code(s)
148-7600-363.10-00; 401-5500-381.90-02; 403-7610-363.10-00; 405-7620-363.10-00

Attachment: Attachments_A_to_H.pdf
Attachment: InitRateResolution_FY11_12.pdf

RESOLUTION 11- 75

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RELATING TO THE COLLECTION, DISPOSAL, RECYCLING AND MANAGEMENT OF SOLID WASTE; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COST AGAINST RESIDENTIAL PROPERTY AND COMMERCIAL PROPERTY LOCATED WITHIN THE ALACHUA COUNTY MUNICIPAL SERVICE BENEFIT UNIT WHICH SERVES THE UNINCORPORATED AND INCORPORATED AREAS OF ALACHUA COUNTY; DESCRIBING THE METHOD OF COLLECTING AN INTERIM ASSESSMENT FOR PARCELS RECEIVING A CERTIFICATE OF OCCUPANCY ON OR AFTER OCTOBER 1, 2011; DIRECTING THE PREPARATION OF A SOLID WASTE ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida (the "Board"), finds that proper collection, disposal, and recycling of solid and hazardous waste is necessary for the health, safety, and welfare of the citizens of Alachua County, Florida; and,

WHEREAS, the Board finds that having and developing additional property to allow for expansion of facilities to process solid waste and recyclable materials collected curbside is a special benefit to properties in the Mandatory Area; and,

WHEREAS, Chapter 75 of the Alachua County Code authorizes the imposition of a Solid Waste Assessment against Improved Property throughout the Unit; and,

WHEREAS, the imposition of a Solid Waste Assessment is an equitable and efficient method of allocating and apportioning Solid Waste Cost among parcels of Improved Property located within the Unit; and,

WHEREAS, the Board desires to impose a Solid Waste Assessment against Improved Property within the Unit using the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2011.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapter 75 of the Alachua County Code, Chapters 125 and 403, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS. This resolution constitutes the Initial Assessment Resolution as defined in Chapter 75 of the Alachua County Code. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Chapter 75 of the Alachua County Code.

"Add-On Cost" means the estimated additional Cost for collection and disposal of Solid Waste attributable to Residential Property with a Designated Cart Size larger than 20 gallons.

"Base Rate" means the estimated cost of providing Curbside Collection Service to a Single Family Dwelling Unit within the Mandatory Area.

"Chapter 75 of the Alachua County Code" means Chapter 75 of the Alachua County Code of Ordinances.

"Commercially Collected Residential Property" means Residential Property that consists of mobile homes located within mobile home parks, Condominiums, and Multi-Family Dwelling Units of four (4) units or more under common ownership if such Residential Property does not receive residential collection service from the County through a Contractor or from a municipality, regardless of whether the municipality provides the

service directly or through a Contractor. Rather, such Residential Property contracts for Commercial Collection Service or provides its own solid waste collection service.

"Curbside Collection Cost" means the amount established in Exhibit F as the estimated amount necessary to provide Curbside Collection Service to Residential Properties within the Mandatory Area, plus the estimated cost to be incurred in relation to the collection of the Curbside Collection Assessment, including any charges for the services of the Tax Collector and Property Appraiser and any amounts necessary to offset the maximum discounts available for early payment of non-ad valorem assessments pursuant to applicable law.

"Curbside Collection Service" means Solid Waste services provided by the County through a Contractor to Residentially Collected Residential Property within the Mandatory Area, including curbside collection of Solid Waste, disposal of Solid Waste at a Solid Waste Management Facility, and recycling of Solid Waste.

"Designated Cart Size" means sizes that approximate either a 20 gallon Solid Waste receptacle, a 35 gallon Solid Waste receptacle, a 64 gallon Solid Waste receptacle or a 96 gallon Solid Waste receptacle as selected by the owner of the Tax Parcel and delivered to the Tax Parcel.

"DOR Code" means a property use code established by the Florida Department of Revenue in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Tax Parcels, as listed in Exhibit D attached hereto.

"Environmental Protection Cost" means the estimated Cost to provide the County's Environmental Protection Program to assessed property. This program provides collection, recycling and disposal of household hazardous waste. In addition, the program provides hazardous waste clean-up project management, field inspections for environmental

regulatory compliance and technical assistance to the County's Division of Waste Management.

"Incorporated Area" means the area within a Designated Municipality.

"Mandatory Area" and "Mandatory Portion of the Unincorporated Area" mean that part of the unincorporated area of the County designated as such by this Initial Assessment Resolution in Section 5 and Exhibit A attached hereto.

"Non-Mandatory Area" and "Non-Mandatory Portion of the Unincorporated Area" mean that part of the unincorporated area of the County designated as such by this Initial Assessment Resolution in Section 5 and Exhibit B attached hereto.

"Non-Mandatory Area Rural Collection Center Cost" means the amount established in Exhibit F as the estimated cost of providing the Solid Waste Management Facilities known as the "Rural Collection Centers" for the collection, recycling and disposal of Solid Waste by Residential Property in the Non-Mandatory Area and Residential Property in the Mandatory Area and in the Incorporated Area, plus the estimated cost for the collection and administration of the Rural Collection Center Assessment to such property, including any charges for the services of the Tax Collector and Property Appraiser and any amounts necessary to offset the maximum discounts available for early payment of non-ad valorem assessments pursuant to applicable law.

"Property Use Categories" means, collectively, Residential Property and Commercial Property.

"Residential Solid Waste Program Cost" means the portion of the Waste Alternative Cost, the Environmental Protection Cost, and the Solid Waste Facilities Cost which is allocated to Residential Property pursuant to Section 5 of this Resolution.

"Residentially Collected Residential Property" means Residential Property that receives residential collection service from the County through a Contractor or from a municipality regardless of whether the municipality provides the service directly or through a Contractor.

"Rural Collection Center Cost" means the amount established in Exhibit F as the estimated cost of providing the Solid Waste Management Facilities known as the "Rural Collection Centers" for the collection, recycling and disposal of Solid Waste by Residential Property, plus the estimated cost for the collection of the Rural Collection Center Assessment, including any charges for the services of the Tax Collector and Property Appraiser and any amounts necessary to offset the maximum discounts available for early payment of non-ad valorem assessments pursuant to applicable law.

"Rural Collection Center Cost for Residential Property Outside the Non-Mandatory Area" means that portion of the Rural Collection Center Cost attributable to Residential Property outside the Non-Mandatory Area.

"Solid Waste Assessment" means for any parcel of Improved Property within the area described in Exhibit C attached hereto, the aggregate of the Solid Waste Management Assessment and either the Rural Collection Center Assessment or the Curbside Collection Assessment, if any.

"Solid Waste Cost" means the aggregate of the Curbside Collection Cost, the Rural Collection Center Cost, and the Solid Waste Management Cost.

"Solid Waste Facilities Cost" means the estimated cost of providing, maintaining, operating, and monitoring the Solid Waste Management Facilities known as "closed landfills" (including the Northeast, the Northeast Auxiliary, the Southeast and the Northwest

closed landfills) and the property intended for future Solid Waste Management Facilities known as Balu Forest.

"Solid Waste Generation Percentage" means the percentage of Solid Waste disposed at a Solid Waste Facility attributable to each Property Use Category determined by analyzing the Solid Waste stream within the County.

"Solid Waste Management Cost" means the amount established in Exhibit F as the aggregate of the Waste Alternatives Cost, the Environmental Protection Cost, the Solid Waste Facilities Cost, and the Rural Collection Cost for Residential Property outside the Non-Mandatory Area, plus the estimated cost to be incurred in relation to the collection of the Solid Waste Management Assessment, including any charges for the services of the Tax Collector and Property Appraiser and any amounts necessary to offset the maximum discounts available for early payment of non-ad valorem assessments pursuant to applicable law.

"Solid Waste Management Services" means the services provided by the Waste Alternatives Program and the Environmental Protection Program.

"Tax Parcel" means a parcel of property located within the County to which the Property Appraiser has assigned a distinct ad valorem tax identification number.

"Waste Alternatives Cost" means the estimated cost of providing the County's Waste Alternatives Program to assessed property. This program provides public information on source reduction, recycling, composting, household hazardous waste and litter prevention through an advertising campaign targeting all residents of the County and conducts special recycling events for all residents. This program also provides educational programs for kindergarten through post secondary students, and coordinates and manages State Recycling and Education grants.

SECTION 3. SOLID WASTE COLLECTION, DISPOSAL, RECYCLING AND MANAGEMENT SERVICES.

(A) Upon imposition of a Solid Waste Assessment, the County shall provide the following services to the following categories of Assessed Property:

(1) To Residentially Collected Residential Property within the Mandatory Area, the County shall provide Curbside Collection Services and Solid Waste Management Services.

(2) To Residential Property in the Non-Mandatory Area, the County shall provide Rural Collection Center Service and Solid Waste Management Services.

(3) The County shall also provide Solid Waste Management Services to all other assessed property in the County.

(B) The Solid Waste Cost shall be paid from proceeds of the Solid Waste Assessments.

SECTION 4. LEGISLATIVE FINDINGS. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the Unit will be specially benefited by the County's provision of Rural Collection Center Service, Curbside Collection Service and Solid Waste Management Services in an amount not less than the Solid Waste Assessment for such Tax Parcel, computed in the manner set forth in this Initial Assessment Resolution. More specifically, it is hereby further ascertained and declared that the Solid Waste Cost provides a special benefit to the Assessed Property based upon the following legislative determinations.

General

(A) Upon the adoption of this Initial Assessment Resolution determining the Solid Waste Cost and identifying the Assessed Property to be included in the Assessment Roll,

the legislative determinations of special benefit ascertained and declared in Section 75.101, Alachua County Code are hereby ratified and confirmed.

(B) Improved Property is specially benefited by the provision of Solid Waste Facilities and services provided by the County. There is a logical relationship to the use of Improved Property and the need for the collection of Solid Waste, as well as the availability of recycling services and programs, hazardous waste services and programs (including the Waste Alternatives Program and the Environmental Protection Program), and Solid Waste Management Facilities to properly and safely dispose of Solid Waste generated on Improved Property including maintaining and monitoring closed landfills, and providing property for future Solid Waste Management Facilities. Such Solid Waste Facilities and services enhance Improved Property through the environmentally responsible use and enjoyment of the property and results in a potential increase in value to the Improved Property.

Cost Apportionment

(C) Apportioning Solid Waste Cost among Residential Property and Commercial Property based upon the availability and use of Solid Waste services, facilities and programs by such property is fair and reasonable and proportional to the special benefit received.

(D) It is fair and reasonable to use the DOR Codes for determining whether property is within the Property Use Category of Residential Property or Commercial Property for the purpose of apportioning the Solid Waste Cost because: (1) the Tax Roll database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and number of Dwelling Units on Tax Parcels, and (2) the Tax Roll database is maintained by

the Property Appraiser and is consistent with the coding of Tax Parcel designations of the Tax Roll which compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Assessment Collection Act.

(E) Apportioning the Rural Collection Center Cost among the users of such Solid Waste Management Facilities is fair and reasonable. County policy limits the availability of the Rural Collection Centers to Residential Property only. Commercial Property may not deposit Solid Waste at the Rural Collection Centers. Apportioning the Rural Collection Cost among Residential Property based on the percentage of use by the Residential Property within and without the Non-Mandatory Area is fair and reasonable because use of the Rural Collection Centers is the driving factor for the availability of such facilities and not value of the property or size of the improvements. Further, the determination of the relative frequency of such uses, through a survey by the County of the users, is a fair and reasonable method of determining such use and the survey represents the most reliable and accurate data reasonably available to the County.

(F) Apportioning the Waste Alternatives Cost among Property Use Categories based on Solid Waste Generation Percentages is fair and reasonable because the necessity for, and the use of, Solid Waste Management Services is reasonably related to the volume of waste generated on property, rather than the size or value of the improvement to property.

(G) Apportioning the Environmental Protection Cost among Property Use Categories based on the use of the Environmental Protection Program as determined by the record keeping of the County staff in such program is fair and reasonable because such use bears a reasonable relationship to the cost of providing such service to the

Property Use Categories and such data is the most accurate and reliable data reasonably available on such use.

(H) Apportioning the Solid Waste Facilities Cost among Property Use Categories based on Solid Waste Generation Percentage is fair and reasonable because the necessity for, and the use of, Solid Waste Management Facilities is reasonably related to the volume of waste generated on property, rather than the size or value of the improvement to property.

(I) It is fair and reasonable to apportion the Curbside Collection Cost on the basis of the Contractor's charges to the County for the Curbside Collection Service provided to Residential Property. The collection of Bulk items not only provides a special benefit to the property from which the Bulk items are collected, but also provides the following special benefits to all Residential Property receiving Curbside Collection Services: reduced risks of accidents and fire damage and adverse environmental conditions, as well as enhanced value to property as a consequence of clean, litter free streets in adjoining neighborhoods.

(J) Improved Property whose use is exempt from ad valorem taxation under Florida law provides facilities and uses to the ownership, occupants, membership as well as public in general that otherwise might be required to be provided by the County and such uses thereof serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Solid Waste Assessments upon such parcels of whose use is exempt from ad valorem taxation under Florida law. It is fair and reasonable that the cost, if any, of providing Solid Waste Management Services to such exempt property was not included in the Solid Waste Cost determined in Exhibit F, and such exempt property is not included in the Assessment Roll as Assessed Property.

(K) Apportioning the Curbside Collection Cost among Residential Property based on Designated Cart Size is fair and reasonable because the estimated cost of collection by the Contractor and the estimated cost of disposal increases with an increase in the volume of Solid Waste collected in larger Designated Cart sizes.

(L) Apportioning the Collection Center Cost among Residential Property within the Non-Mandatory Area on a per Dwelling Unit basis rather than size or value of any improvement is fair and reasonable because the availability of the Rural Collection Centers is driven by the existence of a Dwelling Unit and not by the size or value of the improvement.

(M) Apportioning the Solid Waste Management Cost among parcels of Commercial Property based on waste generation categories established in Exhibit F of this Resolution is fair and reasonable because: (1) the waste generation amounts determined by a survey of waste generation of Commercial Property by the County staff represent the most accurate and reliable data on waste generation reasonably available to the County, (2) the classification of parcels into waste generation categories is a fair and reasonable method of classifying benefited parcels and of apportioning costs among benefited parcels that create a similar demand for Solid Waste Management Services, and (3) the demand for Solid Waste Management Services is not precisely determined or measured by actual waste generation by benefited parcels.

(N) Apportioning the Solid Waste Management Cost among parcels of Residential Property based on the relative amount of waste generated by Residentially Collected Residential Property compared to Commercially Collected Residential Property and based on a per Dwelling Unit basis rather than size or value of any improvement is fair

and reasonable because the availability of the Solid Waste Management Services is driven by the existence of a Dwelling Unit and not by the size or value of the improvement.

SECTION 5. COST APPORTIONMENT METHODOLOGY. This Cost Apportionment Methodology apportions the Solid Waste Cost among the Improved Property.

(A) After determining the property use of each Improved Property applying the DOR Codes, as listed in Exhibit D attached hereto, the Improved Properties were divided into two Property Use Categories: Residential Property and Commercial Property, as noted in Exhibit D.

(B) The location of each Residential Property was determined as either within an Incorporated Area of the County or within the unincorporated area of the County. Residential Property within the unincorporated area was divided into the Mandatory Area and the Non-Mandatory Area based upon the type of Solid Waste Service to be provided by the County as indicated in Section 3 of this Initial Assessment Resolution. The unincorporated area, labeled as the "Mandatory Area" in the map depicted in Exhibit A attached hereto, is hereby designated as the Mandatory Area. The remainder of the unincorporated area, labeled as the "Non-Mandatory Area" in Exhibit B, is hereby designated as the Non-Mandatory Area. Thereafter, Residential Property was divided into one of three categories based upon the location of the Residential Property:

(1) Residential Property within the Mandatory Area of the County,

(2) Residential Property within the Non-Mandatory Area of the County, and

(3) Residential Property within the Incorporated Areas of the County.

Curbside Collection Cost

(C) Curbside Collection Service is provided by the County through a Contractor to Residentially Collected Residential Property within the Mandatory Area. Commercial Property and Commercially Collected Residential Property do not receive such service from the County. Consequently, the Curbside Collection Cost was allocated to Residentially Collected Residential Property within the Mandatory Area.

Rural Collection Center Cost

(D) Approximately sixty-four percent (64%) of the Rural Collection Center Cost, the "Non-Mandatory Area Rural Collection Center Cost", was allocated to Residential Property in the Non-Mandatory Area to be apportioned among the Residential Property within the Non-Mandatory Area pursuant to the Parcel Apportionment Methodology for the Non-Mandatory Area Rural Collection Center Assessment. Approximately thirty-six percent (36%) of the Rural Collection Center Cost, the "Rural Collection Center Cost for Residential Property Outside the Non-Mandatory Area", was allocated to the Residential Property outside the Non-Mandatory Area to be apportioned among such Residential Property pursuant to the Parcel Apportionment Methodology for the Solid Waste Management Assessment.

Solid Waste Management Cost

(E) A Solid Waste Generation Percentage was determined for Commercial Property and Residential Property. The Solid Waste Generation Percentage for each Property Use Category was applied to the Waste Alternative Cost and the Solid Waste Facilities Cost. The resulting product is the cost allocation of that portion of the Waste Alternative Cost and the Solid Waste Facilities Cost allocated to each Property Use Category to be apportioned respectively among the Residential Property and the

Commercial Property pursuant to the Parcel Apportionment Methodology for the Solid Waste Management Assessment.

(F) Approximately sixty-eight percent (68%) of the Environmental Protection Cost was allocated to Residential Property and approximately thirty-two percent (32%) of such cost was allocated to Commercial Property to be apportioned among such Improved Property pursuant to the Parcel Apportionment Methodology for the Solid Waste Management Assessment.

SECTION 6. PARCEL APPORTIONMENT METHODOLOGY.

The Solid Waste Cost, as allocated among the Property Use Categories by the Cost Apportionment Methodology provided in Section 5 of this Resolution, shall be apportioned among the parcels of Improved Property in a manner consistent with the Parcel Apportionment Methodology described in Exhibit E. Such parcel Apportionment Method is hereby approved, adopted and incorporated into this Initial Assessment Resolution.

SECTION 7. DETERMINATION OF SOLID WASTE ASSESSMENT COST; ESTABLISHMENT OF INITIAL SOLID WASTE ASSESSMENTS.

(A) The Solid Waste Cost to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2011, are the amounts determined in the Estimated Solid Waste Assessment Rate Schedule, as set forth in Exhibit F attached hereto. The approval of the Estimated Solid Waste Assessment Rate Schedule by the adoption of this Initial Assessment Resolution determines the amount of the Solid Waste Assessment.

(B) The estimated Solid Waste Assessments specified in the Estimated Solid Waste Assessment Rate Schedule are hereby established to fund the specified Solid Waste Cost determined to be assessed in the Fiscal Year commencing October 1, 2011.

(C) The Estimated Solid Waste Assessments established in this Initial Assessment Resolution shall be the estimated assessment rates applied by the County Manager in the preparation of the preliminary Solid Waste Assessment Roll for the Fiscal Year commencing October 1, 2011, as provided in Section 8 of this Initial Assessment Resolution.

SECTION 8. SOLID WASTE ASSESSMENT ROLL.

(A) The County Manager is hereby directed to prepare, or cause to be prepared, an initial Solid Waste Assessment Roll for the Fiscal Year beginning October 1, 2011, in the manner provided in the Resolution. Such initial assessment roll shall contain the following: (1) A summary description of all Assessed Property in the County, conforming to the description contained on the Tax Roll. (2) The name of the owner of record of each lot or parcel of Assessed Property as shown on the Tax Roll. (3) The amount of the initial Solid Waste Assessment to be imposed against each such lot or parcel of Assessed Property. The initial Solid Waste Assessment Roll shall be retained by the Solid Waste Assessment Coordinator and shall be open to public inspection. The foregoing shall not be construed to require that the Solid Waste Assessment Roll be in printed form if the amount of the Solid Waste Assessment for each parcel of property can be determined by use of a computer terminal available to the public. The Solid Waste Assessment for each parcel of Assessed Property shall be computed in conformance with the apportionment methodology as provided in this Initial Assessment Resolution.

(B) It is hereby ascertained, determined and declared the foregoing method of determining the Solid Waste Assessments is a fair and reasonable method of apportioning the Solid Waste Cost and the assessment collection cost among parcels of Assessed Property located within the Unit.

SECTION 9. INTERIM ASSESSMENTS. For Residential Property in the Mandatory Area and Non-Mandatory Area which are improved and for which a Certificate of Occupancy is issued on or after October 1, 2011, an interim assessment for collection, disposal, and recycling of solid waste shall be collected by the Director of the Office of Codes Enforcement, or his or her designee, prior to the issuance of a Certificate of Occupancy. The amount of the interim assessment for the Fiscal Year beginning October 1, 2011, and ending September 30, 2012, shall be as set forth in Exhibit G attached hereto.

SECTION 10. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on Tuesday, September 13, 2011, at 5:00 p.m., or as soon thereafter as the matter may be heard, in Room 209, 2nd floor of the Alachua County Administration Building, 12 South East 1st Street, Gainesville, Florida, for the purpose of:

(A) Receiving and considering any comments on the Solid Waste Assessments from affected property owners and

(B) Authorizing the imposition of the Solid Waste Assessments and collection on the same bill as ad valorem taxes.

SECTION 11. NOTICE BY PUBLICATION. The County shall publish notices, as required by Section 75.403 of the Alachua County Code, in substantially the form attached hereto as Exhibit H. Such notices shall be published no later than August 24, 2011, in a newspaper generally circulated in Alachua County.

SECTION 12. NOTICE BY MAIL. Notice shall be provided to the Owner of each parcel of Assessed Property on the Notice of Proposed Taxes (TRIM), which shall be mailed no later than August 15, 2011.

SECTION 13. EFFECTIVE DATE. 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
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

LIST OF EXHIBITS

EXHIBIT A:	Description of Mandatory Area
EXHIBIT B:	Description of Rural Collection Center Area
EXHIBIT C:	Description of Solid Waste Management Area
EXHIBIT D:	Department of Revenue Codes
EXHIBIT E:	Parcel Apportionment Methodology
EXHIBIT F:	Estimated Solid Waste Assessment Rate Schedule
EXHIBIT G:	Interim Assessment (charges on issuance of C.O.)
EXHIBIT H:	Newspaper Notice

DESCRIPTION OF THE MANDATORY CURBSIDE COLLECTION AREA OF THE UNINCORPORATED AREA OF ALACHUA COUNTY

The following is a description of the property subject to the non-ad valorem assessment for collection, disposal and recycling of solid waste in the Mandatory Area:

A rectangle with its eastern boundary running north and south between the southeast corner of Section 8, Township 9 South, Range 21 East and the southeast corner of Section 29, Township 10 South, Range 21 East, with its western boundary running north and south between the southeast corner of Section 11, Township 9 South, Range 18 East and the southeast corner of Section 26, Township 10 South, Range 18 East, with its northern boundary running east and west between the southeast corner of Section 11, Township 9 South, Range 18 East and the southeast corner of Section 8, Township 9 South, Range 21 East, and with its southern boundary running east and west between the southeast corner of Section 26, Township 10 South, Range 18 East and the southeast corner of Section 29, Township 10 South, Range 21 East; less the incorporated area of the City of Gainesville.

In addition to the area described above, the subdivisions and contiguous areas listed on Pages 2, 3, 4 and 5 of this Exhibit A have been added to the original Mandatory area.

ADDITIONS TO THE ORIGINAL MANDATORYAREA

Fiscal Year 2011-12

Plat Book	Subdivision
25-p. 91	Arbor Greens Phase 1, Unit 1
TBD	Arbor Greens Phase 1, Unit 2
24-p. 24-26	Belmont Cluster
26-p. 18	Bristol Oaks Rural Ag. Subdivision
26-p. 14-16	Caraway
24-p. 33	Carollton
24-p. 23-25	Charleston
24-p. 21-22	Charleston Phase II
F-63	Country Club Estates
24-p. 64	Dalton Pines
25-p. 50	Eden's Crossing (DL Clinch Grant)
I-97	Edgecliff
I-87	Farms of Kanapaha
G-61	Farnsworth's Tioga Heights
G-87	Farnsworth's Tioga Heights 1st Addition
R-41	Foxboro at Wyngate
M-86	Gator Get-away (Misty Oaks)
H-70	Grassy Lake Estates
H-70	Grassy Lake Estates, Lots 100-105
H-70, A&B	Grassy Lake Estates, Replat
J-50	Hammock Ridge Unit 1
O-6, 7	Hammock Ridge, Unit 2
23-p. 8-9	Hammock Ridge, Unit III-A
24-p. 43-44	Hammock Ridge, Unit III-B (Meadows on the Prairie)
25-p. 19	Hammock Ridge, Unit III-C
25-p. 15-16	Hammock Ridge, Unit III-D
25-p. 17-18	Hammock Ridge, Unit III-E
26-p. 2-4	Hammock Ridge, Unit III-F
26-p. 33	Hammock Ridge, Unit III-G
26-p. 33-40	Hammock Ridge, Unit IV
TBD	Hawks Ridge
O-67	Holly Hills
N-07	Ivy Park
Q-69	Ivy Park Replat Lots 1,2,3
P-30	Jockey Club Unit 1
P-47	Jockey Club Unit 2
R-32	Jockey Club Unit 3
S-85	Jockey Club Unit 4
T-13	Jockey Club Replat Lots 47 & 48
22-p. 52	Jockey Club Unit 5
N-13	Kanapaha Highlands Unit 1
P-31	Kanapaha Highlands Unit 2
R-33	Kanapaha Highlands Unit 3
T-19	Kanapaha Highlands Unit 4

ADDITIONS TO THE ORIGINAL MANDATORY AREA
(continued)

Plat Book	Subdivision
T-85	Kanapaha Highlands Unit 5
U-51	Kanapaha Highlands Unit 6
J-73	Kanapaha Pines
L-55	Kanapaha Pines Unit No. 2
U-42	Kanapaha Pines Unit No. 3
L-21	Koinonia
I-78-79	Leeaire Estates
24-p. 88-90	Longleaf, Unit 1, Phase I
25-p. 53-54	Longleaf, Unit 1, Phase II
25-p. 55	Longleaf, Unit 1, Phase III
26-p. 50	Longleaf, Unit II, Phase IV
26-p. 53	Longleaf, Unit II, Phase V
TBD	Longleaf, Unit III, Phase VI
F-74	Los Trancos Woods
I-99	Meadows of Kanapaha
O-17	Meadows Of Kanapaha Replat Lots 43-44
23-p 35-41	Meadows Of Kanapaha, Phase II
S-53	Oakleigh, Phase I
26-p. 59	Old Oaks Estates
P-25	Parker Place, Phase 1
R-4	Parker Place, Phase II-A
R-65	Parker Place, Phase II-B
R-30	Parker Place, Phase II-C
S-17	Parker Place, Phase III-A
S-92	Parker Place, Phase III-B
TBD	Parkwest Estates
O-19-20	Patio Homes Of West End II-A
O-53-54	Patio Homes Of West End (Replat II-A & II-B)
Q-13-14	Patio Homes Of West End II-B
J-16	Plantation
O-70	Plantation Lot 14 Replat
L-12	Prairie Oaks
K-03	Prairie Pointe
I-73	Prairie South, Phase I
K-36	Prairie South, Phase II
L-17	Prairie South, Phase III
26-p. 84	Red Oak Estates
O-09	Rolling K
U-34	Saddlebrook Farms
I-01	San Souci
25-p. 73	San Therese Addition
23-p. 57-59	Santa Fe Forest
J-14	Seminole Woods, Unit 1
L-07	Seminole Woods, Unit 1 Replat

ADDITIONS TO THE ORIGINAL MANDATORY AREA
(continued)

Plat Book	Subdivision
L-46	Seminole Woods, Unit 2
N-92	Shady Oak Estates
O-03	Shady Oak Estates, 1st Addition
T-66	Somerset
S-88-89	Steeplechase Farms
T-70	Steeplechase Farms Replat
R-39	Sterling Place Unit 1
R-81	Sterling Place Unit 2
S-59	Sterling Place Unit 1 Replat Lot 24
T-31	Sterling Place Unit 3
25-p. 88	Strawberry Fields, Unit 1
25-p. 89	Strawberry Fields, Unit 2
J-26	Sunny Acres
22-p. 54	The Grove
J-17	Thousand Oaks
O-100	Thousand Oaks Replat Lot 12
S-72-73	Town of Tioga
T-36	Town of Tioga Unit 2
22-p. 29	Town of Tioga Phase 3
22-p. 74	Town of Tioga Phase 4
23-p. 27	Town of Tioga Phase 5
24-p. 27	Town of Tioga Phase 6
24-p. 57	Town of Tioga Phase 7
25-p. 56	Town of Tioga Phase 8
25-p. 77	Town of Tioga Phase 9
26-p. 45	Town of Tioga Phase 10
26-p. 46	Town of Tioga Phase 11
27-p. 94	Town of Tioga Phase 12
28-p. 13	Town of Tioga Phase 13
25-p.35-37	Turnberry Lake Phase 1
25-p. 80-83	Turnberry Lake Phase 2
TBD	Turnberry Lake Phase 3
24-p. 65	Utopia
M-81	Villas of West End Unit No. 1
O-93-94	Villas Of West End Unit 1 Replat
N-42	Villas of West End Unit 1B
O-92	Villas Of West End Unit 1B Replat
N-93-94	Villas Of West End Unit Two Replat
H-72	Way West Subdivision
23-p. 34	Welch
E-31	West End Estates, Gainesville's
J-05	West End Golfview Estates
L-39	Westside Farms
27-p.44	Willow Oak Plantation

ADDITIONS TO THE ORIGINAL MANDATORY AREA
(continued)

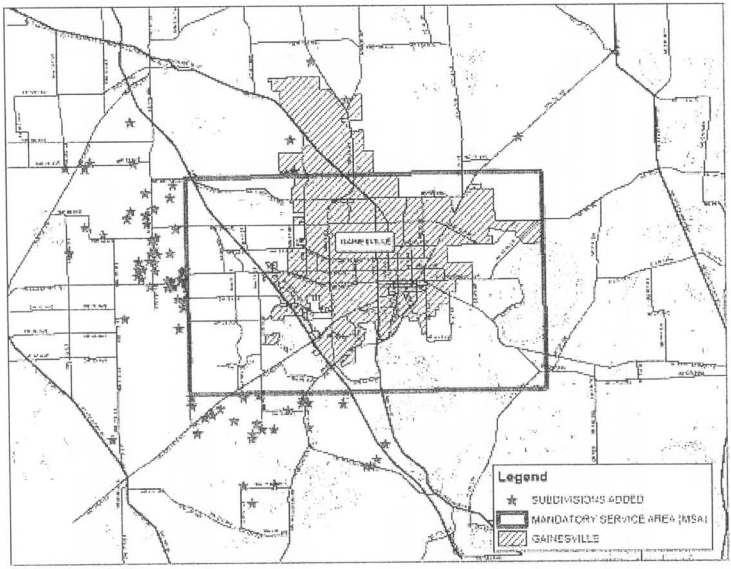
Plat Book	Subdivision
23-p. 42-43	Wyndsong
O-85-86	Wyngate Farms
UNRECORDED	Canterbury, surveyed by Terrence J. Brannan, 10/8/1986
UNRECORDED	Edwards Rural Ag. Subdivision
UNRECORDED	Fletcher Center West, surveyed by M.K. Flowers, 4/4/1975, and 6/23/1978
UNRECORDED	Marchant Meadows, surveyed by Alachua County Land Surveyors
UNRECORDED	Miller Farms, surveyed by David D. Parrish Land Surveyors, Inc.
UNRECORDED	Millhopper Road Estates, surveyed by William D. Parrish, 9/18/1971
UNRECORDED	North Hampton, surveyed by Alan Haaker
UNRECORDED	Prairie Breeze, surveyed by Mike Pardue, 6/15/2004
UNRECORDED	Rolling Meadows Unit 2, surveyed by M.K. Flowers and H.H. Green
UNRECORDED	Sullivan Plantations, surveyed by Stacy Hall, 3/24/2004
UNRECORDED	Turkey Ridge, surveyed by Terrence J. Brannan, 10/5/2000 and 1/24/2002
UNRECORDED	Wacahoota Ridge, surveyed by Mike Pardue, 8/12/2002
UNRECORDED	Windy Hills, surveyed by Harris Green, 5/28/1979

Additional Areas Added

Gated Community S of Williston Road (20 Parcels)
20 parcels located on SW 42nd Terrace, 43rd Drive & 80th Place S of Williston Rd. and N of Savannah Point. Parcel numbers within D L Clinch Grant 07231-112-001 thru -018, 07231-110-000, -111-000 & 114-000.

West Newberry Road (4 Parcels)
4 parcels S of W. Newberry Road, W of Town of Tioga and E of Jockey Club. Parcel numbers 04333-002-000, -003-000, -003-001, & -004-000.

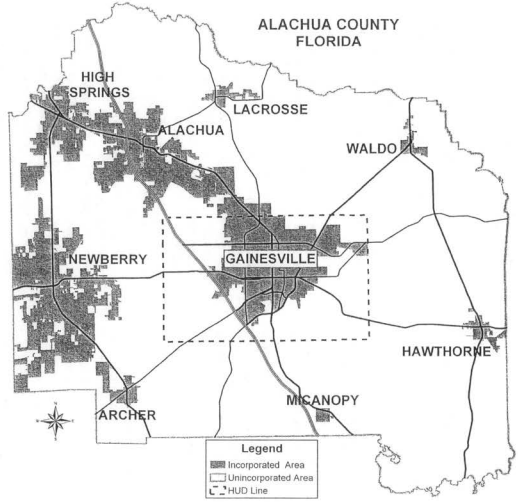
SW 75th & 77th Streets (15 Parcels)
15 Parcels S of SW 73rd Avenue on SW 77th Street & W Side of SW 75th Street between and including 7316 and 8012. Parcel numbers 07098-009-000, -010-000 thru -003, -011-000 thru -018-000, -025-000 & -001.


Legend
SUBDIVISIONS ADDED
MANDATORY SERVICE AREA (MSA)
GAINESVILLE

LEGAL DESCRIPTION OF THE AREA SUBJECT TO THE NON-AD VALOREM ASSESSMENT FOR THE OPERATION OF THE RURAL COLLECTION CENTERS INCLUDING RECYCLING AND DISPOSAL

Alachua County.--The boundary lines of Alachua County are as follows: Begin where the range line between ranges sixteen and seventeen east intersects the thread of the Santa Fe River; thence run south on said range line to the southwest corner of section seven, township eleven south, range seventeen east; thence run east along the south line of sections seven, eight, nine, ten, eleven and twelve to the northwest corner of section eighteen, township eleven south, range eighteen east; thence run south along the west line of sections eighteen, nineteen, thirty and thirty-one, township eleven south, range eighteen east to southwest corner of said section thirty-one; thence run east along south line of sections thirty-one, thirty-two, thirty-three and thirty-four to southeast corner of section thirty-four, township eleven south, range eighteen east outside of Arredonda Grant; thence run north along east line of said section thirty-four to southwest corner of section thirty-four, township eleven south, range eighteen east inside said grant; thence run east along the township line between townships eleven and twelve, south, to its intersection with the west margin of Orange Lake; thence following the western and southern margin of Orange Lake to its intersection with the range line between range twenty-two and twenty-three east; thence run north along said range line to where same is intersected by the north and east margin of Santa Fe Lake; thence run north following the east margin of said Santa Fe Lake to its westernmost intersection with a line which is the prolongation of the north line of McManus Subdivision as per plat book "A", page 117 of the public records of Alachua County; thence west along the north line of said subdivision to its intersection with the east line of government lot three of section twenty-one, township eight south, range twenty-two east; thence north along said east line to the southeast corner of the southwest quarter of the northwest quarter of said section twenty-one; thence north along the line between the east half and the west half of the northwest quarter of said section twenty-one to the north line of said section twenty-one; thence west along the north line of said section twenty-one to the southeast corner of section seventeen, township eight south, range twenty-two east; thence west to the southwest corner of the southeast quarter of the southeast quarter of said section seventeen; thence north to the southeast corner of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence north to the northwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the northwest quarter of the northeast quarter of said section seventeen; thence north to the half-mile corner of the south line of section eight, township eight south, range twenty-two east; thence west to the southwest corner of the east half of the southeast quarter of the southwest quarter of said section eight; thence north to the northwest corner of the east half of the northeast quarter of the northwest quarter of said section eight; thence north to the northeast corner of the west half of the southeast quarter of the southwest quarter of section five, township eight south, range twenty-two east; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section five; thence north along the west line of said section five to the northeast corner of the southeast quarter of the northeast quarter of section six, township eight south, range twenty-two east; thence west to the southwest corner of the northeast quarter of the northeast quarter of said section six; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section six; thence west along the north line of

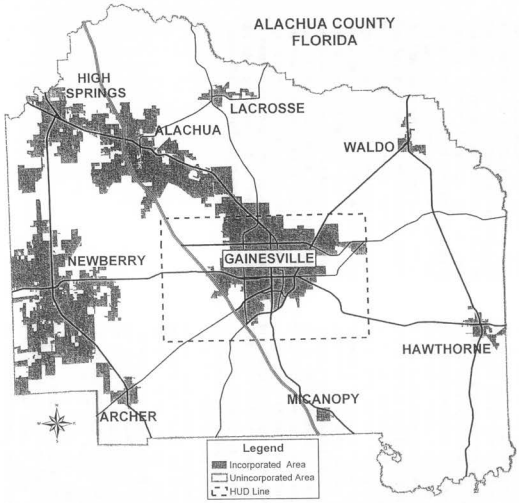
said section six to the northwest corner of said section six; thence north along the east line of section one, township eight south, range twenty-one east to the southeast corner of section thirty-six, township seven south, range twenty-one east; thence north along the east line of said section thirty-six to the northeast corner of the southeast quarter of the southeast quarter of said section thirty-six; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section thirty-six; thence north along the west line of said section thirty-six to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its intersection with the east line of the southwest quarter of the northwest quarter of section thirty-three, township seven south, range twenty-one east; thence north to the northeast corner of the southwest quarter of the northwest quarter of said section thirty-three; thence west to the northeast corner of the southeast quarter of the northeast quarter of section thirty-two, township seven south, range twenty-one east; thence west to the northwest corner of the southwest quarter of the northwest quarter of said section thirty-two; thence west to the southwest corner of the northeast quarter of the northeast quarter of section thirty-one, township seven south, range twenty-one east; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section thirty-one; thence west to the half-mile corner of the south line of section thirty, township seven south, range twenty-one east; thence north on the quarter section line of said section thirty to its intersection with the thread of the Santa Fe River; thence southerly and westerly along the thread of said Santa Fe River to its intersection with the south line of the southwest quarter of the northeast quarter of section twenty-eight, township seven south, range twenty east; thence west to the southwest corner of the northeast quarter of said section twenty-eight; thence north to the northwest corner of the northeast quarter of said section twenty-eight; thence west to the northwest corner of said section twenty-eight; thence north along the east line of section twenty, township seven south, range twenty east to the southeast corner of the northeast quarter of said section twenty; thence west on the quarter section line of said section twenty to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its southernmost intersection with the east line of section two, township seven south, range seventeen east; thence run south along the east line of said section two to the northeast corner of section eleven, township seven south, range seventeen east; thence run south along the east line of said section eleven to the northeast corner of government lot four in said section eleven; thence run west to the northwest corner of said government lot four; thence run south along west line of said government lot four to the southwest corner of said government lot four; thence run west along the south line of said section eleven to the northwest corner of section fourteen, township seven south, range seventeen east; thence run south along the west line of said section fourteen to the southwest corner of said section fourteen; thence run east along south line of said section fourteen to its intersection with the thread of the Santa Fe River; thence run southerly and westerly along the thread of said river to the point of beginning; less the incorporated areas of the City of Alachua, the City of Archer, the City of Gainesville, the City of Hawthorne, the City of High Springs, the Town of LaCrosse, the Town of Micanopy, the City of Newberry and the City of Waldo; and less the Mandatory Area as described in Exhibit A.


ALACHUA COUNTY
FLORIDA
HIGH SPRINGS
LACROSSE
ALACHUA
WALDO
NEWBERRY
GAINESVILLE
HAWTHORNE
MICANOPY
ARCHER
Legend
Incorporated Area
Unincorporated Area
HUD Line

LEGAL DESCRIPTION OF THE AREA SUBJECT TO THE NON-AD VALOREM ASSESSMENT FOR SOLID WASTE MANAGEMENT

Alachua County.--The boundary lines of Alachua County are as follows: Begin where the range line between ranges sixteen and seventeen east intersects the thread of the Santa Fe River; thence run south on said range line to the southwest corner of section seven, township eleven south, range seventeen east; thence run east along the south line of sections seven, eight, nine, ten, eleven and twelve to the northwest corner of section eighteen, township eleven south, range eighteen east; thence run south along the west line of sections eighteen, nineteen, thirty and thirty-one, township eleven south, range eighteen east to southwest corner of said section thirty-one; thence run east along south line of sections thirty-one, thirty-two, thirty-three and thirty-four to southeast corner of section thirty-four, township eleven south, range eighteen east outside of Arredonda Grant; thence run north along east line of said section thirty-four to southwest corner of section thirty-four, township eleven south, range eighteen east inside said grant; thence run east along the township line between townships eleven and twelve, south, to its intersection with the west margin of Orange Lake; thence following the western and southern margin of Orange Lake to its intersection with the range line between range twenty-two and twenty-three east; thence run north along said range line to where same is intersected by the north and east margin of Santa Fe Lake; thence run north following the east margin of said Santa Fe Lake to its westernmost intersection with a line which is the prolongation of the north line of McManus Subdivision as per plat book "A", page 117 of the public records of Alachua County; thence west along the north line of said subdivision to its intersection with the east line of government lot three of section twenty-one, township eight south, range twenty-two east; thence north along said east line to the southeast corner of the southwest quarter of the northwest quarter of said section twenty-one; thence north along the line between the east half and the west half of the northwest quarter of said section twenty-one to the north line of said section twenty-one; thence west along the north line of said section twenty-one to the southeast corner of section seventeen, township eight south, range twenty-two east; thence west to the southwest corner of the southeast quarter of the southeast quarter of said section seventeen; thence north to the southeast corner of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence north to the northwest corner of the east half of the southwest quarter of the northeast quarter of said section seventeen; thence west to the southwest corner of the northwest quarter of the northeast quarter of said section seventeen; thence north to the half-mile corner of the south line of section eight, township eight south, range twenty-two east; thence west to the southwest corner of the east half of the southeast quarter of the southwest quarter of said section eight; thence north to the northwest corner of the east half of the northeast quarter of the northwest quarter of said section eight; thence north to the northeast corner of the west half of the southeast quarter of the southwest quarter of section five, township eight south, range twenty-two east; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section five; thence north along the west line of said section five to the northeast corner of the southeast quarter of the northeast quarter of section six, township eight south, range twenty-two east; thence west to the southwest corner of the northeast quarter of the northeast quarter of said section six; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section six; thence west along the north line of said section six to the northwest corner of said section six; thence north along the east

line of section one, township eight south, range twenty-one east to the southeast corner of section thirty-six, township seven south, range twenty-one east; thence north along the east line of said section thirty-six to the northeast corner of the southeast quarter of the southeast quarter of said section thirty-six; thence west to the northwest corner of the southwest quarter of the southwest quarter of said section thirty-six; thence north along the west line of said section thirty-six to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its intersection with the east line of the southwest quarter of the northwest quarter of section thirty-three, township seven south, range twenty-one east; thence north to the northeast corner of the southwest quarter of the northwest quarter of said section thirty-three; thence west to the northeast corner of the southeast quarter of the northeast quarter of section thirty-two, township seven south, range twenty-one east; thence west to the northwest corner of the southwest quarter of the northwest quarter of said section thirty-two; thence west to the southwest corner of the northeast quarter of the northeast quarter of section thirty-one, township seven south, range twenty-one east; thence north to the northwest corner of the northeast quarter of the northeast quarter of said section thirty-one; thence west to the half-mile corner of the south line of section thirty, township seven south, range twenty-one east; thence north on the quarter section line of said section thirty to its intersection with the thread of the Santa Fe River; thence southerly and westerly along the thread of said Santa Fe River to its intersection with the south line of the southwest quarter of the northeast quarter of section twenty-eight, township seven south, range twenty east; thence west to the southwest corner of the northeast quarter of said section twenty-eight; thence north to the northwest corner of the northeast quarter of said section twenty-eight; thence west to the northwest corner of said section twenty-eight; thence north along the east line of section twenty, township seven south, range twenty east to the southeast corner of the northeast quarter of said section twenty; thence west on the quarter section line of said section twenty to its intersection with the thread of the Santa Fe River; thence northerly and westerly along the thread of the Santa Fe River to its southernmost intersection with the east line of section two, township seven south, range seventeen east; thence run south along the east line of said section two to the northeast corner of section eleven, township seven south, range seventeen east; thence run south along the east line of said section eleven to the northeast corner of government lot four in said section eleven; thence run west to the northwest corner of said government lot four; thence run south along west line of said government lot four to the southwest corner of said government lot four; thence run west along the south line of said section eleven to the northwest corner of section fourteen, township seven south, range seventeen east; thence run south along the west line of said section fourteen to the southwest corner of said section fourteen; thence run east along south line of said section fourteen to its intersection with the thread of the Santa Fe River; thence run southerly and westerly along the thread of said river to the point of beginning; less the incorporated area of the Town of LaCrosse.


ALACHUA COUNTY
FLORIDA
HIGH SPRINGS
LACROSSE
ALACHUA
WALDO
NEWBERRY
GAINESVILLE
HAWTHORNE
MICANOPY
ARCHER
Legend
Incorporated Area
Unincorporated Area
HUD Line

DEPARTMENT OF REVENUE (DOR) CODES

RESIDENTIAL

00 Vacant Residential
01 Single Family
02 Mobile Home
03 Multi-Family (10 units or more)
04 Condominium
05 Cooperative
06 Retirement Homes (not eligible for ex. under 196.192 FS.)
07 Miscellaneous Residential (migrant camps, boarding homes, etc.)
08 Multi-Family (less than 10 units)
09 Undefined C Reserved for use by DOR only C (Common Areas)

COMMERCIAL

10 Vacant Commercial
11 Stores, one story
12 Mixed Use C store & office or store & residential or residential combination
13 Department Stores
14 Supermarkets
15 Regional Shopping Centers
16 Community Shopping Centers
17 Office Buildings, non-professional services bldgs, 1 story
18 Office buildings, non-professional services bldgs, multi-story
19 Professional services buildings
20 Airports, (private or commercial), (Bus, Marine terminals), Piers, Marinas
21 Restaurants, Cafeterias
22 Drive-in Restaurants
23 Financial Institutions, (Banks, Savings & Loans, Mortgage co., Credit services)
24 Insurance company Offices
25 Repair Service Shops (excluding automotive).
26 Service Stations
27 Auto sales, Auto repair & storage, Auto service shops, Body & Fender shops, Commercial garages, Farm & Mach. sales & service, Auto rental, Marine equipment, Trailers and related equipment, Mobile Home sales, Motorcycles, Construction vehicle sales
28 Parking lots (commercial or patron), Mobile home parks
29 Wholesale outlets, Produce houses, Manufacturing Outlets
30 Florist, Greenhouses
31 Drive-in Theatres, Open stadiums
32 Enclosed Theatres, Enclosed Auditoriums
33 Nightclubs, Cocktail lounges, Bars
34 Bowling Alleys, Skating Rinks, Pool Halls, Enclosed Arenas
35 Tourist Attractions, Permanent Exhibits, Other Entertainment Facilities, Fairgrounds (privately owned)
36 Camps
37 Race Tracks, Horse, Auto, or Dog
38 Golf Courses, Driving Ranges
39 Hotels, Motels

INDUSTRIAL

40 Vacant Industrial
41 Light Manufacturing, Small equipment manufacturing plants, Small machine shops, Instrument manufacturing shops
42 Heavy Industrial, Heavy equipment manufacturing, Large machine shops, Foundries, Steel fabricating plants, Auto or Aircraft plants
43 Lumber Yards, Sawmills, Planing mills
44 Packing plants, Fruit, Vegetable & Meat packing plants
45 Canneries, Fruit & Vegetables, Bottlers & Brewers distillers, Wineries
46 Other food processing, Candy factories, Bakeries, Potato chip factories
47 Mineral processing, phosphate processing, Cement plants, Refineries, Clay plants, Rock & Gravel plants
48 Warehousing, Distribution terminals, trucking terminals, Van & storage warehousing
49 Open storage, New & Used building supplies, Junk yards, Auto wrecking, Fuel storage, Equipment & material storage

AGRICULTURAL

50 through 69

INSTITUTIONAL

70 Vacant Institutional
71 Churches
72 Private Schools & Colleges & Daycare
73 Privately owned Hospitals
74 Homes for the Aged
75 Orphanages, other Non-Profit or charitable services
76 Mortuaries, cemeteries, crematoriums
77 Clubs, Lodges, Union halls
78 Sanitariums, Convalescent & Rest Homes
79 Cultural Organizations, Facilities

GOVERNMENT

80 Undefined - Reserved for future use
81 Military
82 Forest, Parks, Recreational areas
83 Public county schools - include all property of B.P.I.
84 Colleges
85 Hospitals
86 Counties (other than public schools, colleges, hospitals) including non-municipal Fire station
87 State other than military, Forests, parks, Recreational areas, Colleges, Hospitals
88 Federal other than military, Forests, parks, Recreational areas, Colleges, Hospitals
89 Municipal other than parks, recreational areas, colleges, hospitals

MISCELLANEOUS

90 Leasehold interests (government owned property leased by a non-government lessee)
91 Utility, gas & electricity, telephone & telegraph, locally assessed railroads
92 Mining lands, Petroleum lands, or Gas lands
93 Sub-surface Rights
94 Right-of-way, Streets, Roads, Irrigation channel, Ditch, Etc.
95 Rivers & Lakes, Submerged lands
96 Sewage Disposal, Solid Waste, Borrow Pits, Drainage Reservoirs, Waste lands, Marsh, Sand dunes, Swamps
97 Outdoor Recreational or Park Land subject to classified use assessment
98 CENTRALLY ASSESSED
99 ACREAGE NOT ZONED AGRICULTURAL

PARCEL APPORTIONMENT METHODOLOGY

The Cost Apportionment established in Section 5 shall be allocated among the Assessed Property in conformance with the Apportionment Method established in this Exhibit E. To calculate the Solid Waste Assessments, the Solid Waste Cost shall be apportioned among the categories of Improved Property as follows:

SECTION E-1. CURBSIDE COLLECTION COST ASSESSMENT. The Curbside Collection Assessment shall be calculated for each Tax Parcel of Residentially Collected Residential Property within the Mandatory Area based on the following apportionment methodology.

(A) For all Tax Parcels of Residentially Collected Residential Property within the Mandatory Area, a Base Rate shall be determined for providing the Curbside Collection Service to a Single Family Dwelling Unit with a mini can, an approximate 20 gallon cart.

(B) The aggregate number of units within the Mandatory Area shall be determined by finding the sum of the following quotient: one times each Dwelling Unit and mobile home not located within a mobile home park within the Mandatory Area.

(C) There shall be an Add-on Cost for Residential Property using an approximate 35 gallon, 64 gallon or a 96 gallon garbage cart.

(D) The Curbside Collection Assessment for each Tax Parcel shall be determined by finding the sum of the Base Rate times the number of units on the Tax Parcel plus the appropriate Add-on Cost for the Tax Parcel's Designated Cart Size, if any.

SECTION E-2. NON-MANDATORY AREA RURAL COLLECTION CENTER ASSESSMENT. The Non-Mandatory Area Rural Collection Center Assessment for each Tax Parcel of Residential Property within the Non-Mandatory Area shall be computed by dividing the Non-Mandatory Area Rural Collection Center Cost by the number of Dwelling

Units located within the Non-Mandatory Area, and then multiplying such quotient by the number of Dwelling Units located on such Tax Parcel.

SECTION E-3. SOLID WASTE MANAGEMENT ASSESSMENT. The Solid Waste Management Cost shall be allocated to Tax Parcels of Improved Property based on the following apportionment methodology:

(A) SOLID WASTE MANAGEMENT COST ALLOCATED AMONG COMMERCIAL PROPERTY. The Solid Waste Management Cost allocated to Commercial Property pursuant to the Cost Apportionment methodology shall be apportioned among each Tax Parcel of Commercial Property based on the amount of waste generated on such Tax Parcel. The assessment for each parcel of Commercial Property shall be computed as follows:

(1) Separate each Tax parcel of Commercial Property into one of the following waste generation categories based upon the amount of waste generated on such property:

(a) Parcels with a waste generation rate of less than 5 tons per year;

(b) Parcels with a waste generation rate between 5 tons and 9.9 tons per year;

(c) Parcels with a waste generation rate between 10 tons and 19.9 tons per year;

(d) Parcels with a waste generation rate between 20 tons and 29.9 tons per year;

(e) Parcels with a waste generation rate between 30 tons and 39.9 tons per year;

(f) Parcels with a waste generation rate between 40 tons and 49.9 tons per year;

(g) Parcels with a waste generation rate between 50 tons and 74.9 tons per year;

(h) Parcels with a waste generation rate between 75 tons and 99.9 tons per year;

(i) Parcels with a waste generation rate between 100 tons and 149.9 tons per year;

(j) Parcels with a waste generation rate between 150 tons and 199.9 tons per year;

(k) Parcels with a waste generation rate between 200 tons and 499.9 tons per year;

(l) Parcels with a waste generation rate between 500 tons and 999.9 tons per year;

(m) Parcels with a waste generation rate between 1,000 tons and 1,899.9 tons per year;

(n) Parcels with a waste generation rate of 1,900 tons or greater per year.

(2) Respectively, multiply the Solid Waste Management Cost attributable to the Commercial Property by the percentage attributable to each Waste Generation Category. The resulting dollar amounts reflect the portion of the Solid Waste Management Cost to be respectively funded from the Solid Waste Management Assessment revenue derived from each of the Waste Generation Categories of Commercial Property.

(3) For each of the Waste Generation Categories, divide each of the respective products of subsection (A)(2) of this Section E-3 by the number of Tax Parcels determined to be in each of the Waste Generation Categories identified in subsection (A)(1) of this Section E-3. The result expresses the respective dollar amounts of the Solid Waste Management assessment to be imposed upon each Tax Parcel in each of the Waste Generation Categories.

(B) SOLID WASTE MANAGEMENT COST ALLOCATED AMONG RESIDENTIAL PROPERTY. The Solid Waste Management Cost allocated to Residential Property pursuant to the Cost Apportionment methodology shall be apportioned among each Tax Parcel of Residential Property based on the following:

(1) Allocate the Rural Collection Center Cost for Residential Property Outside the Non-Mandatory Area between Commercially Collected Residential Property and Residentially Collected Residential Property in the Mandatory Area and the Incorporated Area based on the percentage of Solid Waste generated by such categories of Residential Property.

(a) Calculate a per Dwelling Unit rate for the Residentially Collected Residential Property by dividing the portion of the Rural Collection Center Cost for Residential Property

Outside the Non-Mandatory Area attributable to Residentially Collected Residential Property by the aggregate number of Dwelling Units of Residentially Collected Residential Property in the Mandatory Area and the Incorporated Area. Multiply the per Dwelling Unit rate times the number of Dwelling Units on a Tax Parcel of Residentially Collected Residential Property in the Mandatory Area and the Incorporated Area, respectively, to determine the Tax Parcel's portion of the Rural Collection Cost for Residential Property outside the Non-Mandatory Area.

(b) Calculate a per Dwelling Unit rate for the Commercially Collected Residential Property by dividing the portion of the Rural Collection Center Cost for Residential Property Outside the Non-Mandatory Area attributable to Commercially Collected Residential Property by the aggregate number of Dwelling Units of Commercially Collected Residential Property in the Mandatory Area and the Incorporated Area. Multiply the per Dwelling Unit rate times the number of Dwelling Units on a Tax Parcel of Commercially Collected Residential Property in the Mandatory Area or the Incorporated Area, respectively, to determine the Tax Parcel's portion of the Rural Collection Cost for Residential Property Outside the Non-Mandatory Area.

(2) Allocate the Residential Solid Waste Program Cost between Commercially Collected Residential Property and Residentially Collected Residential Property based on the percentage of Solid Waste generated by such categories of Residential Property.

(a) Calculate a per Dwelling Unit rate for the Residentially Collected Residential Property by dividing the portion of the Residential Solid Waste Program Cost attributable to Residentially Collected Residential Property by the number of Dwelling Units of Residentially Collected Residential Property. Multiply the per Dwelling Unit rate times the number of Dwelling Units on a Tax Parcel of Residentially Collected Residential Property to determine the Tax Parcel's portion of the Solid Waste Program Cost.

(b) Calculate a per Dwelling Unit rate for the Commercially Collected Residential Property by dividing the portion of the Residential Solid Waste Program Cost attributable to Commercially Collected Residential Property by the number of Dwelling Units of Commercially Collected Residential Property. Multiply the per Dwelling Unit rate times the number of Dwelling Units on a Tax Parcel of Commercially Collected Residential Property to determine the Tax Parcel's portion of the Solid Waste Program Cost.

(3) For each Tax Parcel of Residential Property, the Solid Waste Management Assessment shall be the sum of the Tax Parcel's portion of the Rural Collection Center Cost attributable to Residential Property Outside the Non-Mandatory Area, if any, determined pursuant to Subsection E-3(B)(1)(a) or (b) above and the Tax Parcel's portion of the Residential Solid Waste Program Cost determined pursuant to Subsection E-3(B)(2)(a) or (b) above.

ESTIMATED SOLID WASTE ASSESSMENT RATE SCHEDULE

SECTION F-1. DETERMINATION OF CURBSIDE COLLECTION ASSESSED COSTS. The estimated Curbside Collection Cost to be assessed for the Fiscal Year commencing October 1, 2011, is $5,373,747.60

SECTION F-2. ESTIMATED CURBSIDE COLLECTION ASSESSMENTS. The estimated Curbside Collection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Curbside Collection Cost for the Fiscal Year commencing October 1, 2011, are hereby established as follows for the purpose of this Initial Assessment Resolution:

Cart Size and Rate			
Mini can	**35 gallon**	**64 gallon**	**96 gallon**
$ 163.42	$ 183.37	$ 240.68	$ 335.75

SECTION F-3. DETERMINATION OF RURAL COLLECTION CENTER ASSESSED COSTS. The estimated Rural Collection Center Cost to be assessed for the Fiscal Year commencing October 1, 2011, is $1,098,312.54.

SECTION F-4. ESTIMATED RURAL COLLECTION CENTER ASSESSMENTS. The estimated Rural Collection Center Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Rural Collection Center Cost for the Fiscal Year commencing October 1, 2011 are hereby established as follows for the purpose of this Initial Assessment Resolution:

Unit	Rate
Dwelling Unit	$ 88.14

SECTION F-5. DETERMINATION OF SOLID WASTE MANAGEMENT ASSESSED COSTS. The estimated Solid Waste Management Cost to be assessed for the Fiscal Year commencing October 1, 2011, is $2,551,280.11

SECTION F-6. ESTIMATED SOLID WASTE MANAGEMENT ASSESSMENTS. The estimated Solid Waste Management Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Solid Waste Management Cost for the Fiscal Year commencing

October 1, 2011, are hereby established as follows for the purpose of this Initial Assessment Resolution:

Unit Type	Waste Generation Tons per Year	Residentially Collected Residential Rates/Unit, Mandatory & Municipal	Residentially Collected Residential Rates/Unit, Non-Mandatory	Commercially Collected Residential Rates/Unit	Commercial Rates/Unit
Dwelling Unit	N/A	$ 17.78			
Dwelling Unit	N/A		$ 16.62		
Dwelling Unit	N/A			$ 11.32	
Parcel	< 5				$ 14.16
	5 - 9.9				$ 43.07
	10 - 19.9				$ 86.44
	20 - 29.9				$ 144.25
	30 - 39.9				$ 202.07
	40 - 49.9				$ 259.88
	50 - 74.9				$ 361.06
	75 - 99.9				$ 505.60
	100 - 149.9				$ 722.41
	150 - 199.9				$ 1,011.49
	200 - 499.9				$ 2,023.27
	500 - 999.9				$ 4,335.92
	1,000 - 1,899.9				$ 8,383.04
	1,900 - above				$ 13,189.01

INTERIM ASSESSMENT

MANDATORY REFUSE COLLECTION CHARGES ON ISSUANCE OF CERTIFICATES OF OCCUPANCY

2011

October 1 to October 31	$ 240.68
November 1 to November 30	$ 220.62
December 1 to December 31	$ 200.57

2012

January 1 to January 31	$ 180.51
February 1 to February 28	$ 160.45
March 1 to March 31	$ 140.40
April 1 to April 30	$ 120.34
May 1 to May 31	$ 100.28

THE FOLLOWING FEES ARE FOR SERVICES THROUGH SEPTEMBER 30, 2013

June 1 to June 30	$ 320.91
July 1 to July 31	$ 300.85
August 1 to August 31	$ 280.79
September 1 to September 30	$ 260.74

INTERIM ASSESSMENT

RURAL COLLECTION CENTER CHARGES ON ISSUANCE OF CERTIFICATES OF OCCUPANCY

2011

October 1 to October 31	$ 88.14
November 1 to November 30	$ 80.80
December 1 to December 31	$ 73.45

2012

January 1 to January 31	$ 66.11
February 1 to February 28	$ 58.76
March 1 to March 31	$ 51.42
April 1 to April 30	$ 44.07
May 1 to May 31	$ 36.73

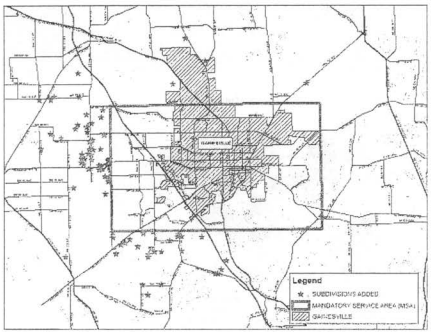
THE FOLLOWING FEES ARE FOR SERVICES THROUGH SEPTEMBER 30, 2013

June 1 to June 30	$ 117.52
July 1 to July 31	$ 110.18
August 1 to August 31	$ 102.83
September 1 to September 30	$ 95.49

NOTICE OF PUBLIC HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE ASSESSMENTS FOR SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING

Notice is hereby given pursuant to Section 197.3632, Florida Statutes, that the Board of County Commissioners of Alachua County, Florida, (Board), will conduct a public hearing on Tuesday, **September 13, 2011,** at 5:00 p.m., or as soon thereafter as the matter may be heard, in Room 209, 2nd floor of the Alachua County Administration Building, 12 South East 1st Street, Gainesville, Florida, to consider the imposition of non-ad valorem assessments against certain improved residential properties located within the Alachua County Municipal Services Benefit Unit, which serves the unincorporated area of Alachua County, to fund residential solid waste collection, disposal and recycling services to such properties and to authorize collection of such assessments on the annual ad valorem tax bill. This assessment will be imposed by the Board and will be collected by the Alachua County Tax Collector.

The property subject to the non-ad valorem assessment for solid waste collection, disposal and recycling is located within the unincorporated area of Alachua County. The proposed assessment includes all residential properties with less than ten units within the area depicted on the map below. The area subject to the assessment is the portion of unincorporated Alachua County which is inside the rectangle, and the subdivisions represented by stars.



The amount of the assessment to be imposed against each parcel of property and the legal documentation relating to the assessments are available for viewing electronically at the Alachua County Waste Collection office at 5620 NW 120th Lane, Gainesville, Florida, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

The proposed annual non-ad valorem assessment for Mandatory solid waste collection, disposal and recycling, for the fiscal year October 1, 2011 through September 30, 2012, is $163.42 per residence with a mini cart, $183.37per residence with a 35 gallon cart, $240.68 per residence with a 64 gallon cart, and $335.75 per residence with a 96 gallon cart. This rate represents a decrease of $4.46 to $30.66 from the fiscal year 2010-2011.

ALL AFFECTED PROPERTY OWNERS HAVE THE RIGHT TO APPEAR AT THE PUBLIC HEARING AND THE RIGHT TO FILE WRITTEN OBJECTIONS WITH THE BOARD WITHIN 20 DAYS OF THE PUBLICATION OF THIS NOTICE. OBJECTIONS SHOULD BE SENT TO:

THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
P. O. BOX 2877, GAINESVILLE, FL 32602-2877

Any persons wishing to appeal any decision of the Board with respect to any matter considered will need a record and may wish to ensure that a verbatim record of the proceedings is made.

IF ANY ACCOMMODATIONS ARE NEEDED FOR PERSONS WITH DISABILITIES, PLEASE CONTACT THE ALACHUA COUNTY EQUAL OPPORTUNITY OFFICE AT 352/374-5275 (VOICE) OR 352/374-5284 (TDD).

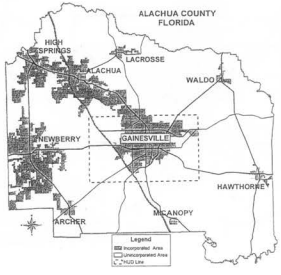
IF YOU HAVE QUESTIONS REGARDING THE ASSESSMENT, PLEASE CALL THE ALACHUA COUNTY WASTE COLLECTION OFFICE AT (352) 338-3233.

NOTICE OF PUBLIC HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE ASSESSMENTS FOR OPERATION OF RURAL COLLECTION CENTERS INCLUDING DISPOSAL AND RECYCLING

Notice is hereby given pursuant to Section 197.3632, Florida Statutes, that the Board of County Commissioners of Alachua County, Florida, (Board), will conduct a public hearing on Tuesday, **September 13, 2011**, at 5:00 p.m., or as soon thereafter as the matter may be heard, in Room 209, 2nd floor of the Alachua County Administration Building, 12 South East 1st Street, Gainesville, Florida, to consider the imposition of non-ad valorem assessments against certain improved residential properties located within the Alachua County Municipal Services Benefit Unit, which serves the unincorporated area of Alachua County to fund the rural collection centers in Alachua County, which includes operation, disposal and recycling and to authorize collection of such assessments on the annual ad valorem tax bill. This assessment will be imposed by the Board and will be collected by the Alachua County Tax Collector.

The property subject to the non-ad valorem assessment for solid waste collection, disposal and recycling is located within the unincorporated area of Alachua County. The proposed assessment includes all residential properties with less than ten units within the area depicted on the map below. The area subject to the assessment is the portion of unincorporated Alachua County which is outside the rectangle (the HUD line), and outside the following subdivisions:

Arbor Greens, Units 1 & 2, Belmont Cluster, Bristol Oaks, Canterbury, Caraway, Carollton, Charleston & Charleston Phase II, Country Club Estates, Dalton Pines, Eden's Crossing, Edgecliff, Edwards Rural Ag. Subdivision, Farms of Kanapaha, Farnsworth's Tioga Heights & 1st Addition, Fletcher Center West, Foxboro at Wyngate, Gator Get-away (Misty Oaks), Grassy Lakes Estates, Hammock Ridge Units 1, 2, 3 & 4, Hawks Ridge, Holly Hills, Ivy Park, Jockey Club Units 1, 2, 3, 4 & 5, Kanapaha Highlands Units 1, 2, 3, 4, 5 & 6, Kanapaha Pines & Units 2 & 3, Koinonia, Leeaire Estates, Longleaf Units 1, 2 & 3, Los Trancos Woods, Marchant Meadows, Meadows of Kanapaha & Phase II, Miller Farms, Millhopper Road Estates, North Hampton, Oakleigh, Old Oaks Estates, Parker Place Phases 1, 2, & 3, Parkwest Estates, Patio Homes Of West End 2-A and 2-B, Plantation, Prairie Breeze, Prairie Oaks, Prairie Pointe, Prairie South, Phases 1, 2 & 3, Red Oak Estates, Rolling K, Rolling Meadows Unit 2, Saddlebrook Farms, Sans Souci, San Therese Addition, Santa Fe Forest, Seminole Woods, Units 1 & 2, Shady Oak Estates & 1st Addition, Somerset, Steeplechase Farms, Sterling Place Units 1, 2 & 3, Strawberry Fields Units 1 & 2, Sullivan Plantations, Sunny Acres, The Grove, Thousand Oaks, Town of Tioga & Unit 2 & Phase 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 & 13, Turkey Ridge, Turnburry Lake, Phase 1, 2 & 3, Utopia, Villas of West End Units 1 & 2, Wacahoota Ridge, Way West Subdivision, Welch, Gainesville's West End Estates, West End Golfview Estates, Westside Farms, Willow Oak Plantation, Wyndsong; Windy Hills, and Wyngate Farms and certain parcels added by petition.



The amount of the assessment to be imposed against each parcel of property and the legal documentation relating to the assessments are available for viewing electronically at the Alachua County Waste Collection office at 5620 NW 120th Lane, Gainesville, Florida, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

The proposed annual non-ad valorem assessment for rural collection centers, including disposal and recycling, for the fiscal year October 1, 2011 through September 30, 2012, is $88.14 per residential unit. This rate represents a $53.98 decrease from fiscal year 2010-2011.

ALL AFFECTED PROPERTY OWNERS HAVE THE RIGHT TO APPEAR AT THE PUBLIC HEARING AND THE RIGHT TO FILE WRITTEN OBJECTIONS WITH THE BOARD WITHIN 20 DAYS OF THE PUBLICATION OF THIS NOTICE. OBJECTIONS SHOULD BE SENT TO:

THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
P. O. BOX 2877, GAINESVILLE, FL 32602-2877

Any persons wishing to appeal any decision of the Board with respect to any matter considered will need a record and may wish to ensure that a verbatim record of the proceedings is made.

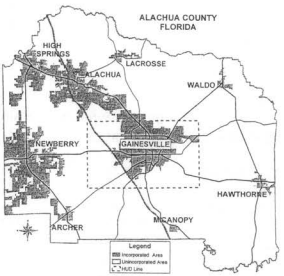
IF ANY ACCOMMODATIONS ARE NEEDED FOR PERSONS WITH DISABILITIES, PLEASE CONTACT THE ALACHUA COUNTY EQUAL OPPORTUNITY OFFICE AT 352/374-5275 (VOICE) OR 352/374-5284 (TDD).

IF YOU HAVE QUESTIONS REGARDING THE ASSESSMENT, PLEASE CALL THE ALACHUA COUNTY WASTE COLLECTION OFFICE AT (352) 338-3233.

NOTICE OF PUBLIC HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE ASSESSMENTS FOR SOLID WASTE MANAGEMENT

Notice is hereby given pursuant to Section 197.3632, Florida Statutes, that the Board of County Commissioners of Alachua County, Florida, (Board), will conduct a public hearing on Tuesday, **September 13, 2011,** at 5:00 p.m., or as soon thereafter as the matter may be heard, in Room 209, 2nd floor of the Alachua County Administration Building, 12 South East 1st Street, Gainesville, Florida, to consider the imposition of non-ad valorem assessments against certain improved residential, commercial, industrial and institutional properties located within unincorporated and incorporated Alachua County to fund solid waste management services to such properties and to authorize collection of such assessments on the annual ad valorem tax bill. This assessment will be imposed by the Board and will be collected by the Alachua County Tax Collector.

The property subject to the non-ad valorem assessment for solid waste management is located within the incorporated and unincorporated areas of Alachua County. The proposed assessment includes all Residential Property and Non-Residential Property within the area depicted on the map below less the incorporated area of the Town of LaCrosse.



The amount of the assessment to be imposed against each parcel of property and the legal documentation relating to the assessments are available for viewing electronically at the Alachua County Waste Collection office at 5620 NW 120th Lane, Gainesville, Florida, between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

The proposed annual non-ad valorem assessments for solid waste management, for the fiscal year October 1, 2011 through September 30, 2012, are $17.78 per Dwelling Unit on residentially collected Residential Property in the incorporated areas and in the Mandatory area, $11.32 per Dwelling Unit on Residential Property in the Non-Mandatory area, and $16.62 per Dwelling Unit on commercially collected Residential Property. For Commercial Property, the rate is based on waste generation categories, as follows: Less than 5 tons per year, $14.16; 5 to 9.9 tons per year, $43.07; 10 to 19.9 tons per year, $86.44; 20 to 29.9 tons per year, $144.25; 30 to 39.9 tons per year, $202.07; 40 to 49.9 tons per year, $259.88; to 74.9 tons per year, $361.06; 75 to 99.9 tons per year, $505.60; 100 to 149.9 tons per year, $722.41; 150 to 199.9 tons per year, $1,011.49; 200 to 499.9 tons per year, $2,023.27; 500 to 999.9 tons per year, $4,335.92; 1,000 to 1,899.9 tons per year, $8,383.04; and $13,189.01 for 1,900 and over tons per year. These rates reflect an increase of $0.65 to an increase of $1.38 in residential rates and an 18.2% increase in commercial rates from the 2010-2011 fiscal year rates.

ALL AFFECTED PROPERTY OWNERS HAVE THE RIGHT TO APPEAR AT THE PUBLIC HEARING AND THE RIGHT TO FILE WRITTEN OBJECTIONS WITH THE BOARD WITHIN 20 DAYS OF THE PUBLICATION OF THIS NOTICE. OBJECTIONS SHOULD BE SENT TO:

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IF YOU HAVE QUESTIONS REGARDING THE ASSESSMENT, PLEASE CALL THE ALACHUA COUNTY WASTE COLLECTION OFFICE AT (352) 338-3233.

PROPOSED RATES FOR SOLID WASTE MANAGEMENT ASSESSMENT
Fiscal Year 2011-2012
7/7/11 11:57 AM

RESIDENTIAL:

Assess. Code	Description	Rate per Unit
0710	Residential	17.78
0720	Com.Coll.Res.	16.62
0730	Non-mand. (RCC) Res.	11.32

COMMERCIAL:

Assess. Code	Description	Range of Tonnage Generated	Rate per Parcel
0801	Commercial	0-4.9	13.86
0802	Commercial	5-9.9	42.15
0803	Commercial	10-19.9	84.59
0804	Commercial	20-29.9	141.18
0805	Commercial	30-39.9	197.76
0806	Commercial	40-49.9	254.34
0807	Commercial	50-74.9	353.36
0808	Commercial	75-99.9	494.82
0809	Commercial	100-149.9	707.01
0810	Commercial	150-199.9	989.93
0811	Commercial	200-499.9	1,980.14
0812	Commercial	500-999.9	4,243.49
0813	Commercial	1,000-1,899.9	8,204.34
0814	Commercial	1,900-4,526	18,180.55

July 12, 2011 Regular BoCC Meeting
Agenda Item #22

Title
Unified Land Development Code Update 2011 Public Workshop (Amended)

Amount
N/A

Description
Public Workshop to discuss the 2011 update to the Unified Land Development Code (ULDC) currently underway to implement the recently adopted EAR-based Comprehensive Plan Amendments

Recommendation
Hold the public workshop and provide direction to staff on the UDLC update.

Alternative(s)
Do not hold the public workshop

Requested By
Missy Daniels, Senior Planner, 374-5249

Originating Department
Growth Management Department

Attachment(s) Description
Draft Code Language, Highlights of Changes

Documents Requiring Action
None

Executive Summary
County staff is currently working on new and revised language to update the Unified Land Development Code (ULDC). The recently adopted EAR-based Comprehensive Plan Amendments necessitated some of these changes. In addition, staff is proposing clarifications and updates to existing code requirements. This is the first public workshop on Chapters 400-404 of the Code. Chapters 405-410 will be discussed at the a later workshop.

Background
In April 2011 the County Commission adopted the EAR-based Comprehensive Plan Amendments. The Comprehensive Plan is implemented through the County's Unified Land Development Code (ULDC). In order to implement some of the updated policies in the Comprehensive Plan, the ULDC needs to be updated. In 2006, the County Commission revised the language and formatting of the ULDC. Since that time staff has noticed regulations that need clarification or areas where guidelines were lacking. As part of the comprehensive update for the EAR-based amendments staff has also incorporated these necessary clarifications and new standards. Updating the ULDC will require two readings of the ordinance, or two public hearings. This is the first public workshop covering Chapters 400-404. After a second workshop to discuss the remaining Chapters 405-410, staff will proceed with a request to advertise the first and second reading of the ordinance to update the Code.

Issues

The public workshop is intended for the public to give input and for the Board to provide policy direction on the proposed ULDC amendments.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Highlights_of_ULDC_Changes.pdf
Attachment: ULDC_Update_1st_Workshop_Presentation.pdf
Attachment: ULDC_Chapter401_Development_Review_Bodies_20110712.pdf
Attachment: ULDC_Chapter402_Development_Application_Review_Procedures_20110712.pdf
Attachment: ULDC_Chapter404_Use_Regulations_20110712.pdf
Attachment: ULDC_Chapter400_General_Provisions_20110712.pdf
Attachment: ULDC_Chapter403_Zoning_Districts_20110712.pdf

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Chapter 400 General Provisions

On page 400-2 Purpose Statement

Added # 18 to the purpose statement to promote energy-efficient land use patterns

Chapter 401 Development Review Bodies

Article 5 Development Review Committee

Page 401-13

Section 401.13 Composition and Officers (a) Officers

Clarified that it is not the Director of Growth Management that chairs the DRC Committee.

Page 401-13

Section 402.17 Powers and Duties (a) Review and Approval

Explanation: These are all clarifications not changes to requirements or practice.

Page 401-15 and 401-16

Section 401.20 Development Review Departments Powers and Duties

Deleted requirements in Section 401.20 (a) 2. Development Review Committee. These requirements are in 401.17 (a) so we just referenced that section.

Article 6 Development Review Departments

Page 401-17

Section 401.20 (c) Environmental Protection Department Decisions

Added # 7 – dewatering activities when discharging into wetlands, conservation or preservation

Page 401-18

Section 401.20 (d) Public Works Department

Added #8 Temporary Construction stockpiles

Added #9 dewatering activities with offsite discharge

Explanation: This is not a new requirement or practice only a clarification.

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Chapter 402 Development Review Application Procedures

Page 402-1
Under Contents we deleted Article 20 – Development inside the Urban Cluster but Outside the Urban Services Line

Explanation: The Urban Services line has been deleted from the Future Land Use Map

Article 2. Common Development Application Elements

Page 402-5

Clarified Survey requirements in #11 - this is not a change to requirements or practice

Article 4 Notice of Hearings

Page 402-10

Table 402.12 Notice Requirements

Added Planned Developments to minor Amendments and Rezonings. This is a clarification not a change in requirements or practice.

Page 402-11

Section 402.14 Procedure for Mailed Notice

Clarified who mails notices – the applicant or staff.

Explanation: In the 2005 update the code was amended to say the applicant will mail notices for public hearings. In practice this does not work so staff has been mailing the notices and will continue to do so.

Page 402-13

Section 402.14 (c) Department Verification

Code required verification of neighborhood workshop notice being mailed within 48 hours of the applicant mailing the notices. This has been amended to say that verification may be submitted with the application.

Explanation: There is no reason to require the verification before the application is submitted.

Page 402-13

Section 402.15 Procedure for Published Notice

Clarified DRC notice and clarified content of advertisements

Page 402-14

Section 402.16 Requirements for Posted Notice

Clarified what is required - no change

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Article 7 Comprehensive Plan Amendments

Page 402-19

Section 402.26 Processing of Applications

Clarified references to statutes based on new legislation.

Page 402-20

Section 402.28 Large-scale Amendments

Changed "advertized in a newspaper" to "will provide notice" based on changes in statutory requirements

Page 402-21

Section 402.30 Review of Applications (c) Board of County Commissioners Review

Deleted language referring to statute exemptions as statute has changed.

Article 10 Development Plan Review

Page 402-28

Table 402.44.1 added institutional thresholds to the table for those items that require Board review of preliminary plans.

Explanation – this was an oversight from the 2005 update.

Article 14 Rezoning, Planned Development District

Page 402-41

Section 402.86 Implementation of Zoning Master Plan

Minor clarifications to language – no change to requirements or practice

Page 402-43

Section 402.89 Revision of Planned Development District

Clarified that section referred to PD and not Zoning Master Plan

Article 15 Activity Centers

Page 402-45

Section 402.93 Activity Center Master Plans

Clarified language because Activity Center Master Plans are not always required

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Article 17 Special Exceptions

Page 402-58

Section 402.110 Public Notice Requirements

Reworded for clarity

Section 402.115 Minor and Major Amendments to Existing Special Exceptions

Moved wording on minor amendments – no change

Page 402-60

Section 402.115.5 Voluntary Termination

New language for process to voluntarily terminate a special use permit (SUP) or special exception (SE)

Explanation: Some uses no longer require an SUP or SE and there was no process for an applicant to voluntarily terminate the permit

Article 18 Special Use Permits

Page 402-63

Section 402.126 Minor and Major Amendments to Existing Special Use Permits

Clarified language – no change in practice or requirements

Article 19 Traditional Neighborhood and Transit Oriented Development Applications

Page 402-64

Section 402.130 (c) Preliminary Development Plan

Added requirements for conceptual street types (#5) and the maintenance entity for roads to be named (#6) at the preliminary development plan stage.

Article 20 Development Inside the Urban Cluster Line but outside the Urban Services Line

Pages 402-67 – 402-68

Deleted entire Article 20

Explanation: Urban services line was deleted from the Future Land Use Map with the recent EAR-based Comprehensive Plan update.

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Article 24 Temporary Placement Permits

Page 402-77

Section 402.146 (c) Construction and Sales and Leasing Office

Added requirement for the location of the construction and sales leasing office to be shown on the development plan and an approval process for the office if it is not shown on the plan.

Chapter 403 Zoning Districts

Article 3 Residential Zoning Districts

Page 403-8

Table 403.07.2 Setback Requirements for Residential Lots

Clarified setbacks of front facing garages

Article 4 Commercial Districts

Page 403-13

Section 403.13 Commercial District Requirements

Added dimensional requirements for subdivision of commercial property after development plans have been approved.

Article 5 Industrial Districts

Page 403-14 through page 403-16

Updated industrial district descriptions and standards

Explanation: The industrial district descriptions and standards were outdated and confusing. This change updates both light and heavy industrial districts and clarifies the Code language.

Chapter 404 Use Regulations

Article 2 Use Table

New uses added to table:

Community Gardens
Farmers Markets
Resource-based Recreation
Residential Recreational Camp
College or University

Uses Deleted:

Spray Irrigation

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Article 3 Agriculture

Page 404-15

Section 404.09 Agriculture Uses (a) Agritourism and Ecotourism Activities

Standards for Agritourism and Ecotourism have been added.

Explanation: These uses are encouraged by the Comprehensive Plan but were not specifically allowed in our Code

Section 404.10 Agriculture Products Processing, Packaging, and Sale, Offsite

Expanded this use to the industrial districts and revised to allow limited accessory retail sales.

Page 404-16

Section 404.11 Roadside Produce Stands

Expanded products that may be sold to a limited amount of items grown off-site and related value-added goods.

Page 404-17

Section 404.12 Poultry or Livestock Raising on Parcels Less Than Five Acres

(b) Poultry Raising on Parcels Less Than Five Acres

Added standards to allow chickens in residential districts. The standards include number of chickens allowed (6), prohibitions and types of enclosures and setbacks for the enclosures.

Explanation: backyard chickens have become increasingly popular with rising food costs and the eat-local movement. The City of Gainesville already allows residents to have chickens.

Page 404-19

Section 404.13 Community Garden

Added this to allow community gardens as a principal use of a lot in all zoning districts. Created standards to ensure that the lots were maintained.

Explanation: Community gardens were not specifically allowed as a principal use in the Code. They can supply fresh, cheap and healthy food to the neighborhood, reduce transportation costs and are a good use of vacant lots.

Section 404.13.5 Farmers' Market

Added Farmers' Markets as a use in the Agriculture and Commercial Districts and included standards for their location and operation.

Explanation: We have had repeated requests for farmers' markets and did not have them as a use in our Code.

Page 404-22

Section 402.16 Hunting Camp

Moved this to Resource-Based Recreation

Section 402.17 Rural Conference Center

Deleted this as a use. The same type of use is allowed in the new Residential Recreational Camps.

Article 4 Household Living

Page 404-26

Section 404.20 Single-Family Attached Dwelling

Deleted this section

Explanation: This was repeated language and unnecessary in this location.

Page 404-28 through 404-30

Section 404.24 Accessory Dwelling Units

Clarified architectural style requirements, property owner residency in either the principal or accessory unit requirements and homestead status requirements to be consistent with EAR-based updates to the Comprehensive Plan.

Article 6 Adult and Child Care

Page 404-35

Section 404.31 Child Care Center

(b) Additional Standards for Accessory Child Care Centers

Added the allowance for an accessory child care center to exceed the 5,000 square foot limit by special exception. Clarified that the accessory child care center must be owned and operated by the operator of the principal use on site.

Explanation: Staff has found that in some instances the 5,000 square foot limit can be exceeded without impact to surrounding uses.

Article 13 Home-Based Business

Page 404-57

Section 404.62 Standards for General Home-Based Business

Added allowance for garages and similar structures to be used for storage of items used in the home-based business. Expanded allowance for sales of goods to include resale through the internet or mail order.

Explanation: These changes acknowledge practices that are common in home-based businesses and that have no impact on neighboring properties.

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Page 404-60

Section 404.63 Standards for Rural Home-Based Business

(k) Permits

Changed approval requirement for rural home-based businesses from the Development Review Committee to the Growth Management Department. Rural home-based businesses may now be approved administratively.

Explanation: Reduced cost and time for the applicant.

Article 14 Entertainment and Recreation

Page 404-61

Section 404.65 Dock

Moved this section to Resource-Based Recreation in Article 3 Agriculture

Page 404-62

Section 404.65 Golf Courses

Added standards for golf courses and changed the approval process to a special exception.

Explanation: The standards ensure that development of golf courses will meet the County's conservation and water retention standards.

Page 404-63

Section 404.66 Marina

Moved the marina standards under Resource-Based Recreation in Article 28 (§404.110)

Article 15 Food and Beverage

Page 404-66

Section 404.67.5 Restaurant

(a) Restaurants in the Agriculture (A) District

Allowed restaurants as an accessory use to an agriculture operation with standards that require food and/or beverage served to include use of products grown and processed on site.

Explanation: The updated Comprehensive Plan encourages agritourism and this is one means of promoting it.

(c) Dogs in Designated Outdoor Dining Areas

New language that allows restaurants with outdoor dining areas to obtain permits to allow dogs in the outdoor dining area.

Explanation: The County Commission asked staff to consider the option of allowing dogs in these establishments. The language is taken from a 2006 statute that provided for this use and details what must be in any ordinance that allows dogs in outdoor dining areas.

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Article 16 Overnight Accommodations

Page 404-69

Section 404.70 Bed and Breakfast

(d) Parking and Access

Created allowance for bed and breakfasts in the Agriculture district to have direct access to a public road meeting county standards but not necessarily a paved road. All other districts would still require access to a paved road.

Article 19 Vehicle Sales and Service

Page 404-75

Section 404.78 Vehicle and Trailer Rental

Clarified standards for vehicle and trailer rental (formerly Automotive Rental)

Explanation: These standards were recently updated but excluded vehicle rentals as a principal use on a lot. These changes clarify districts and accessory use requirements.

Article 20 Outdoor Storage and Display

Page 404-78

Section 404.82.5 Parking of Trucks, Recreational Vehicles and Trailers

Increased the weight on vehicles allowed to be parked outside of an enclosed structure and clarified that RVs may not be used for living purposes on residential or agricultural lots (unless allowed as part of a hunting camp or RV park).

Article 21 Wholesaling, Warehousing, Storage and Distribution

Page 404-80

Section 404.82.6 Wholesaling, Warehousing Storage and Distribution

Moved wholesaling and warehousing of agriculture products from Article 3 Agriculture to combine with this use

Article 22 Light Industrial

Page 404-81

Section 404.83.5 Light Industrial

Clarified the definition of light industrial uses

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Article 23 Waste-Related Services

Page 404-84

Section 404.89 Land Application of Biosolids

Added the language that land application of biosolids is not allowed in High Aquifer Recharge Areas.

Article 24 Mining or Excavation and Fill Operations

Page 404-86

Section 404.95 Special Use Permit and Development Approval Required

(a) Expiration of Special Use Permit and Development Plans

Created allowance for renewal requests of C&D special use permits to be handled as a minor amendment to the special use permit rather than going through the full renewal process, provided there have been no violations on site and the operator is making no changes to the permit conditions other than to extend the timeframe. Added an allowance for general surveys to be submitted with these types of renewals instead of topographic surveys which are much more expensive and unnecessary for these types of renewals.

Page 404-89

Section 404.97 Site Development and Operational Standards

(b) Screening and buffering

Added # 3 that requires setbacks sufficient to protect significant geologic features where blasting is proposed.

Explanation: These setbacks will have to be determined on a case-by-case basis with the special use permit.

Article 28 Resource-Based Recreation

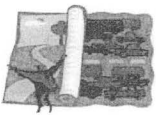
Page 404-104

Created resourced-based recreation as a use and moved docks, hunting and fishing camps into this new article.

Created a new use Residential Recreation Camps

Explanation: The Code has no provisions for developing an overnight children's camp or similar use. This use fits within the resource-based recreation category in the Comprehensive Plan.

Unified Land Development Code Update 2011



Public Workshop
July 12, 2011

Process for Updating the ULDC

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

Recent Activity

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

Chapter 400 and Chapter 401

- Purpose Statement: Promote energy - efficient land use patterns and building design, and energy conservation in the built environment
- No substantive changes - just clarifications

Chapter 402

- Deleted Article 20 – Development Outside the Urban Cluster
- Changed mailed notice for public hearings to staff not applicant
- Clarified times and content for DRC ads
- Comprehensive Plan Amendment Changes

Chapter 402

- Added institutional threshold for Board review of preliminary plans
- Activity Center Master Plan clarification
- Voluntary termination of Special Exception – will be added to Special Use Permits
- TOD Preliminary Development Plans – street types shown on preliminary plan

Chapter 403

- Clarified garage setbacks
- Clarified lot dimension requirements for subdivided commercial property
- Updated descriptions of industrial districts

Chapter 404 - Use Chapter

- New Uses:
  - Community Gardens
  - Farmers Markets
  - Resource-Based Recreation
  - Residential Recreation Camp
  - College or University
- Uses Deleted
  - Spray Irrigation

Chapter 404

- Article 3 Agriculture
  - New allowances for limited restaurants on farms
  - Roadside produce stand allowable items expanded
  - Poultry on residential lots
  - Community Gardens with standards
  - Farmers' Markets with standards

Poultry on Residential Lots

- No commercial raising of poultry
- Up to six chickens per single family residence
- Nuisance issues - odor, breeding of rodents, flies, etc, must be controlled
- Roosters are prohibited
- No poultry or poultry by-products (eggs) sold on premises
- Housed within enclosed structures or fenced but may roam in the daytime on the lot

Community Gardens

- Must comply with ADA
- Drainage must not affect other properties
- Accessory uses allowed:
  - Greenhouses, sheds, seasonal farm stands
- Encouraged to use sustainable gardening practices

Article 6 Adult and Child Care

- Created allowance for accessory child care centers (to a church, government building, civic use) to exceed the 5,000 square foot limit by special exception.

- Allows for review of specific parcels and allows for conditions to be placed on expanded child care centers

Article 14 Entertainment and Recreation

- Added standards for golf courses
  - Water usage, conservation standards
- Require Special Exception for golf courses – currently they are a permitted use

Article 15 Food and Beverage

- Restaurants in A (Agriculture) District
- Dogs in Designated Outdoor Dining Areas
  - Allowed by Statute in 2006
  - Specific requirements including obtaining a yearly permit

Article 24 Mining, Excavation, Fill

- Allowance for SUP renewal requests of C&D landfills to be handled as a minor review provided:
  - No violations on site
  - No changes other than to timeframe being proposed
- This would require one Board hearing, no Planning Commission

Article 28 Resource-Based Recreation

- Moved docks, hunting and fishing camps to this category
- Expanded where docks are allowed
- Changed hunting and fishing camp standards
- Created Residential Recreation Camps

Hunting and Fishing Camps

- Limited use in Agriculture - currently requires a special exception
  - A limited use would only require Development Plan Review
- 500 acres (same as current code), 40 acres for fishing camps
- Expanded to lodges, cabins, tents and RVs for up to 25 rooms or spaces
- 300 foot setback
- Unified plan for wastewater disposal
- Kennels to meet kennel standards in Code

Residential Recreational Camps

- Special Exception in A, C-1 and MB districts
- Minimum lot area 40 acres, MB- 10 acres
- C-1 - must be allowed as part of management plan
- Maximum density of cabins and campsites is 2 per acre
- 200 foot setback
- Unified plan for water, wastewater
- Sanitary facilities required

Tentative Timeline to adoption

- July 12, 2011 – Public Workshop – Working drafts Chapter 400 – 404
- August – Second Public Workshop
- October – First Reading
- November – Second Reading

Contact Information

- For questions, comments or suggestions:
- Alachua County Department of Growth Management
- (352) 374-5249
- mdaniels@alachuacounty.us

Chapter 400 General Provisions

Contents

Article 1 General 400-1
Article 2 Official Zoning Map and Zoning Districts 400-5
Article 3 Transitional Provisions 400-6

Article 1 General

400.01 Title

The rules and regulations hereby adopted shall be known and cited as the "Unified Land Development Code of Alachua County, Florida" and may be referred to as "this ULDC."

400.02 Purposes

This ULDC is adopted for the purpose of promoting the public health, safety and general welfare of the residents and property owners of Alachua County, and to encourage the orderly, harmonious and judicious use of land, consistent with the goals, policies and strategies of the Alachua County Comprehensive Plan. More specifically, this ULDC is adopted to accomplish the following purposes:

(a) To carry out the purpose and intent of and exercise the authority set out in Florida Statutes 163.3202 and to implement the adopted principles, strategies, goals, objectives, policies and maps of the Comprehensive Plan related to the regulation of use and development of land and structures, and apply these standards to guide decisions affecting land use and development within the County.

(b) To protect and conserve property values and property rights, consistent with Florida law and the Constitutions of the State of Florida and the United States.

(c) To provide for adequate light, air and privacy; secure safety from fire, flood and other dangers and from human-made hazards; protect and enhance the aesthetics and character of all parts of the County; and avoid traffic congestion on streets, eliminate conflicts between pedestrian and vehicular movements, and encourage multimodal development.

(d) Without limitation but as a matter of emphasis, to carry out the following more specific purposes:

1. Promote sustainable land development that provides for a balance of economic opportunity, social equity including environmental justice and protection of the natural environment.
2. Base new development upon the provision of necessary services and infrastructure. Focus urban development in a clearly defined area and strengthen the separation of rural and urban uses.
3. Recognize residential neighborhoods as a collective asset for all residents of the County.
4. Create and promote cohesive communities that provide for a full range and mix of land uses.

5. Minimize the conversion of land from rural to urban uses by maximizing the efficient use of available urban infrastructure, while preserving environmentally sensitive areas.
6. Promote land development that maximizes the use of public investments in facilities and services, ensures a proper level of public services for all new development and preserves existing amenities.
7. Promote the spatial organization of neighborhoods, districts and corridors through urban design codes that serve as predictable guides for community development.
8. Prevent or minimize conflicts among different land uses and structures.
9. Establish zoning districts, restricting and regulating therein the construction, reconstruction, alteration and use of buildings, structures and land for residential, commercial, industrial and other specified uses.
10. Provide development standards, criteria and regulations consistent with the Comprehensive Plan for the establishment of uses within the various zoning districts.
11. Provide a range of densities, intensities and uses to implement the future land use categories.
12. -Allow clustering and other flexible design options within conventional zones.
13. Ensure that gross density is consistent with the Future Land Use Element, while allowing for provision of unit bonuses for clustering where consistent with the Comprehensive Plan.
14. Encourage mixed-use development.
15. Protect natural resources and conservation areas during the land use planning and development review process through specific provisions for their protection, with an emphasis on designing with nature.
16. Provide performance standards for development in and adjacent to conservation and preservation areas to protect and enhance the natural, physical, biological, ecological, aesthetic and recreational functions of these areas.
17. Provide design standards for the development of streets in a manner consistent with the Corridor Design Manual.
18. Promote energy –efficient land use patterns and building design, and energy conservation in the built environment.

400.03 Application Jurisdiction

Unless otherwise provided in this ULDC, all applicable standards and requirements shall apply to all structures and uses permitted within the unincorporated area of the County as well as to newly annexed areas until the municipality amends its comprehensive plan to include the annexed areas and the amendments are in effect.

400.04 Applicability

(a) The construction, moving, placement, erection, alteration or occupancy, of any building or structure, the use of any building or land, the disturbance of any water, the division of land and the development of land shall take place only in accordance with the requirements of this ULDC.

(b) The construction, or major reconstruction, of all streets in any zoning district, whether public or private, shall conform to, and include the design elements of, the Alachua County Corridor Design Manual. In addition, all streets must meet the minimum Design and Construction Standards for Streets and Drainage Systems outlined in §407.80 of this ULDC.

(c) In all zoning districts, the Minimum Design and Construction Standards for Pedestrian Networks outlined in §407.81 of this ULDC shall be met. However, if the Development Review Committee determines that an existing or anticipated sidewalk network will not be constructed within a reasonable time to which the subject development could connect, the Developer, at its option, may pay to the County, in lieu of constructing the external sidewalk segment, a cash amount equivalent to the estimated cost of the sidewalk construction. As an incentive to the Developer, the County will reduce the cash amount by five percent (5%) of the estimated cost of construction of the sidewalk. Payment in lieu of construction would be placed into a fund that can be used only for construction of bicycle or pedestrian facilities in an alternative location to be determined by the County.

(d) Ongoing agriculture and silviculture farming operations that are not part of a development application and that meet the provisions and criteria pursuant to F.S. Chapter 163.3162, the Agricultural Lands and Practices Act, or F.S. 823.14(6), the Right to Farm Act, shall be exempt from any provisions of this ULDC that were not in existence as of July 1, 2003.

400.05 Minimum or Maximum Requirements

The provisions of this ULDC shall be the minimum or maximum requirements, as applicable, adopted for the promotion of the public health, safety or general welfare.

400.06 Conflicting Provisions

Wherever any requirement of this ULDC conflicts with the requirements of any other regulation or ordinance, the most restrictive requirement or that imposing the higher standards shall govern unless otherwise specifically provided.

400.07 Deed Restrictions

The enforcement and interpretation of this ULDC shall not be affected by deed restrictions, covenants or easements, other than those made as a condition of approval of a development application under this ULDC or any predecessor ordinance.

400.08 Effective Date

This ULDC shall become effective as of January 30, 2006, but not before the date a certified copy of the ordinance adopting this ULDC is filed with the Department of State, as provided in Chapter 125.66, Florida Statutes.

400.09 Designees

Unless otherwise specified in this ULDC, the identification of certain officials, including the County Manager, Director of Growth Management, County Attorney or any other Department Director or County Official to perform a task or carry out a specific responsibility, shall also include the designee of such official. Unless otherwise specified in this ULDC, the term "Director" shall mean the Director of Growth Management and the term "Department "shall mean the Department of Growth Management.

400.10 Severability

(a) Invalidation

Should a Court of competent jurisdiction of either the State of Florida or the United States hold any Section, sentence, clause, phrase or word of this ULDC invalid or unconstitutional, such decision shall not affect, impair or invalidate the remaining parts of this ULDC, which can be given effect without the invalid provision.

(b) Prejudicial Application

Should any Section, sentence, clause, phrase or word of this ULDC be held invalid or unconstitutional in its application to a particular case, such decision shall not affect or prejudice its application to other cases.

400.11 Presumption of Validity

It is the intent of the Board of County Commissioners that this ULDC and all actions under it be granted the full benefit of the presumption of validity, to the maximum extent applicable to county actions in the State of Florida.

400.12 Definitions

Definitions of words and phrases for the use, administration and interpretation of this ULDC are provided in **Error! Reference source not found.**.

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Article 2 Official Zoning Map and Zoning Districts

400.13 Official Zoning Map

(a) Creation and Adoption

The "Official Zoning Map of Alachua County, Florida," including all explanatory materials and information, is adopted by reference and made a part of this ULDC.

(b) Location and Maintenance

The Official Zoning Map shall be located in the Department of Growth Management and maintained in a published version and format as determined by the Department.

(c) Amendments

The Official Zoning Map may be amended by adoption of resolutions that rezone property as provided in Article 13 of Chapter 402.

400.14 Zoning of Vacated Rights-of-Way

When any public right-of-way is vacated, such right-of-way shall, without further action by the County, be deemed to be zoned as follows.

(a) If all of such land is surrounded by land classified in one zoning district, then it shall be deemed to be included in that district.

(b) If such land is surrounded by land classified in more than one zoning district, then the zoning of each part of the vacated land shall be the zoning of the adjoining land owned by the owner receiving that part, with the zoning boundary to follow the new property lines and/or zoning district line.

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Article 3 Transitional Provisions

400.15 Applicability of Transitional Provisions

The transitional provisions of this Article shall apply to various activities, actions and other matters pending or occurring on the original effective date of this ULDC.

(a) Continuing Construction

Any building or structure for which a building permit was issued prior to the effective date of this ULDC may be completed in conformance with the issued building permit and other applicable permits and conditions, including the plans submitted for the approval of the permits. If such building or structure does not fully conform to the provisions of this ULDC or if the use for which it was designed is not permitted under this ULDC, such building or structure may be occupied and used as a legal nonconforming building, structure or use, subject to the provisions of **Error! Reference source not found.**.

(b) Continuing Development

Any subdivision or other development, for which a development order was approved prior to the effective date of this ULDC, may be completed in accordance with the approved development order and other applicable permits and conditions. If such subdivision or development does not fully conform to the provisions of this ULDC, the subdivision or development (including any buildings for which plans were included in a development approval) may be completed and used and shall exist as a legal nonconforming lot or nonconforming building or structure, subject to the provisions of Chapter 408 of this ULDC.

Chapter 401 Development Review Bodies

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Article 1 General Provisions

401.01 Purpose

The purpose of this Chapter is to establish the authority for review and consideration of development applications and other proposed actions in Alachua County and to assign such authority to the following:

- **(a)** the Alachua County Board of County Commissioners;
- **(b)** the Alachua County Planning Commission;
- **(c)** the Alachua County Board of Adjustment;
- **(d)** the Alachua County Development Review Committee (DRC); and
- **(e)** the Alachua County Development Review Departments:
  1. Department of Growth Management;
  2. Environmental Protection Department; and
  3. Department of Public Works.

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Article 2 Board of County Commissioners

401.02 Powers and Duties

The Board of County Commissioners shall have the powers and duties listed below, in addition to those provided elsewhere in the Alachua County Code.

(a) Appointments

The Board shall appoint members of the Planning Commission, Board of Adjustment and such other commissions, boards or officers as required by this ULDC and consistent with the Rules and Procedures of the Alachua County Board of County Commissioners and the Guidelines for Citizens Advisory Boards and Committees.

(b) Comprehensive Plan Amendments

The Board has the authority to adopt, adopt with changes, or reject proposed amendments to the Comprehensive Plan and any Evaluation and Appraisal Reports prepared to update the Comprehensive Plan.

(c) ULDC Amendments

The Board has the authority to approve, approve with changes or deny amendments to the text of this ULDC.

(d) Land Development Regulation Commission

The Board of County Commissioners shall serve as the Land Development Regulation Commission (LDRC) as provided in Sections 163.3164(22) and 163.3194(2), Florida Statutes.

(e) Consideration of Applications and Other Actions

The Board has authority to approve, approve with conditions or deny the development applications and other proposed actions listed below:

1. amendments to the Official Zoning Map;
2. special exceptions;
3. special use permits;
4. activity center plans;
5. special area studies;
6. special area plans;
7. major or minor Amendments to an approved planned development zoning district;
8. development agreements as provided in Chapter 163.3220, Florida Statutes;
9. developments of regional impact as provided in Chapter 380, Florida Statutes;
10. plats, including final plats, replats, and vacation or abandonment of plats;
11. vacation or abandonment of streets;
12. preliminary development plans that exceed thresholds, as established in Article 10, Development Plan Review, of Chapter 402; and
13. ~~water and sewer line extensions outside the Urban Services Line that do not meet the requirements in §402.134; and~~

~~14.~~13. all water and sewer line extensions outside the Urban Cluster Line.

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Article 3 Planning Commission

401.03 Establishment, Composition and Term of Office

(a) Establishment and Composition

The Planning Commission shall be composed of seven voting members to be appointed by the Board of County Commissioners and one voting member to be appointed by the Alachua County School Board. The Board of County Commissioners may appoint an alternate member who shall serve in place of any absent member, except the School Board member, and shall have all rights and responsibilities of the absent member, including the right to vote.

(b) Term of Office

Each member shall serve a term of four years, and terms shall remain staggered by adopting the present terms of the members of the Planning Commission.

401.04 Qualifications of Members

(a) Residence

Members of the Planning Commission shall be residents of the County.

(b) Qualifications

In addition to the member appointed by the Alachua County School Board, the Board of County Commissioners shall appoint:

1. Three members from state-licensed or state-registered building industry-related professionals, including architects, contractors, engineers, landscape architects, realtors, and surveyors.
2. Three members that are not such state-licensed or state-registered professionals, but may have planning or environmental expertise.
3. One member may be from either category.

(c) Disclosure

Applicants for appointment to the Planning Commission shall disclose whether or not they are currently elected or appointed to hold office in any public body or agency, including serving on an advisory board.

(d) Ethics

Members of the Planning Commission shall be subject to all applicable provisions of Chapter 112, Part III, Florida Statutes, regarding ethics for public officers.

401.05 Vacancies, Attendance and Removal of Members

(a) Vacancies

Vacancies on the Planning Commission shall be filled by appointment of the Board of County Commissioners.

1. Time of Appointment

An appointment to fill a vacancy shall be made within 60 days after the vacancy occurs.

2. Notification of Vacancy

The Director shall notify the Board of County Commissioners within ten days after any vacancy shall occur on the Planning Commission. If the Director shall fail to provide timely notice of a vacancy, the Chair of the Planning Commission may notify the Board of County Commissioners of the vacancy.

3. Expiration of Term and Continuance in Office

If the term of a member expires prior to the appointment or reappointment of a member by the Board of County Commissioners, that member shall continue to serve until the appointment is made.

(b) Attendance and Removal of Members

1. Attendance Requirements and Removal

Members of the Planning Commission shall meet the minimum attendance requirements specified in the most current version of the Guidelines for Advisory Boards and Committees. These attendance rules do not apply to the School Board member.

2. Removal for Other Cause

The Board of County Commissioners shall remove any member of the Planning Commission who:

a. is no longer a resident of Alachua County; or

b. is convicted of a felony or of an offense of moral turpitude while in office serving as a Planning Commissioner; or

c. is found by the Board of County Commissioners to have knowingly or repeatedly violated provisions of Chapter 112, Part III, Florida Statutes, regarding ethics for public officers; or

d. is found by the Board of County Commissioners to have known that she or he had a conflict of interest in a matter and participated in the decision on that matter.

401.06 Officers, Meetings, Rules of Procedure

(a) Election of Officers

At an annual organizational meeting to be held each year on October 1 or as soon thereafter as practicable, the members of the Planning Commission shall elect one of their members as Chair and one as Vice-Chair.

(b) Presiding Officers

1. Chair as Presiding Officer

The Chair shall serve as the presiding officer of the Planning Commission.

2. Temporary Absence of the Chair

In the temporary absence of the Chair, the Vice-Chair shall act as Chair and shall have all powers of the Chair. In the temporary absence of both the Chair and Vice-Chair at any meeting, the Planning Commission shall elect a temporary Chair.

3. **Permanent Absence of the Chair**

In the event of the permanent absence of the Chair due to resignation or other cause, the Vice-Chair shall perform the Chair's duties until such time as the Planning Commission shall elect a new Chair.

4. **Duties of the Presiding Officer**

The presiding officer shall be in charge of all proceedings before the Commission, and shall take such action as shall be necessary to preserve order and the integrity of all proceedings before the Commission.

(c) Meetings

1. **Regular Meetings**

Regular meetings shall be held each month and shall be set for a time, date and location certain.

2. **Special Meetings**

a. **Calling of Special Meetings**

Special meetings may be called by the Chair of the Board of County Commissioners, a majority of the Board of County Commissioners, the Chair of the Planning Commission, or a majority of the members of the Planning Commission.

b. **Notice of Special Meetings**

The Director shall notify all members a minimum of five days in advance of any special meetings.

(d) Minutes and Public Records

The Planning Commission shall keep minutes of its proceedings, showing the absence of members and the vote of each member including the Chair and Vice-Chair.

(e) Meetings and Hearings to be Public

All meetings and hearings of the Planning Commission shall be open to the public.

(f) Public Notice

Public notice of Planning Commission hearings shall be provided as required for each application type as provided in Chapter 402 and in accordance with the procedures of Article 4, Notice of Hearings, in Chapter 402.

(g) Rules of Procedure

The most recent edition of The Standard Code of Parliamentary Procedure (Alice Sturgis) or such other document as may be specified by the Guidelines for Advisory Boards and Committees shall govern the proceedings at the meetings of the Planning Commission. The Commission may, by resolution, adopt additional rules of procedure not inconsistent with the Guidelines for Advisory Boards and Committees and any procedures set out or incorporated by reference therein.

(h) Quorum

A meeting of the Planning Commission shall not be called to order, nor shall any business be transacted by the Planning Commission, without a quorum being present. A quorum shall consist of at least four members.

(i) Consideration of Applications and Other Actions

A majority vote of a quorum or any greater number of members present at a meeting shall be necessary for the Planning Commission to take any action or make a decision or other determination. The provisions of Chapter 286.012, Florida Statutes, prohibiting abstention from voting except in the case of conflict of interest, shall apply.

(j) Conflict of Interest

1. Action if Conflict of Interest Exists

If there is a matter which comes before a member of the Planning Commission for which a conflict of interest exists, the member shall, as provided in Chapter 112, Part III, Florida Statutes:

- **a.** prior to the vote being taken, publicly state the nature of the interest in the matter;
- **b.** abstain from voting or participating in the matter; and
- **c.** within 15 days after the vote occurs, file a memorandum, Form 8B or other approved form with the secretary describing the nature of the interest in the matter.

(k) Powers and Duties

The Planning Commission shall exercise the powers and duties listed below.

1. Public Hearings and Recommendations

The Planning Commission shall hold public hearings and make recommendations to the Board of County Commissioners on the applications and other actions listed below:

- **a.** amendments to the Official Zoning Map;
- **b.** major change to an approved planned development zoning district;
- **c.** special exceptions, and major amendments to such exceptions;
- **d.** special use permits, and major amendments to such permits;
- **e.** amendments to the text of this ULDC when requested by the Board of County Commissioners.

2. Local Planning Agency

The Planning Commission shall act as the Local Planning Agency as provided by Chapter 163.3174, Florida Statutes. In the capacity as the Local Planning Agency, the Planning Commission shall hold public hearings and make recommendations to the Board of County Commissioners regarding:

- **a.** Evaluation and Appraisal Reports and
- **b.** Comprehensive Plan amendments.

Article 4 Board of Adjustment

401.07 Establishment, Composition and Term of Office

(a) Establishment and Composition

The Board of Adjustment is hereby established, which shall consist of five members to be appointed by the Board of County Commissioners.

(b) Term of Office

All members shall serve a term of four years, and terms shall remain staggered by continuing the present terms of the members of the Board of Adjustment.

401.08 Qualifications of Members

(a) Residence

Each member of the Board of Adjustment shall be a resident of the County.

(b) Disclosure

Applicants for appointment to the Board of Adjustment shall disclose whether or not they are currently elected or appointed to hold office in any public body or agency, including serving on an advisory board.

(c) Ethics

Members of the Board of Adjustment shall be subject to all applicable provisions of Chapter 112, Part III, Florida Statutes, regarding ethics for public officers.

401.09 Vacancies, Attendance, and Removal of Members

(a) Vacancies

Vacancies in the Board of Adjustment membership shall be filled by appointment by the Board of County Commissioners for the unexpired term.

1. Time of Appointment

An appointment to fill a vacancy shall be made within 60 days after the vacancy occurs.

2. Notification of Vacancy

The Director or Chair shall notify the Board of County Commissioners within ten days after any vacancy shall occur among members of the Board of Adjustment.

3. Expiration of Term

If the term of a member expires prior to the appointment or reappointment of a member by the Board of County Commissioners, that member shall continue to serve until the appointment is made.

(b) Attendance and Removal of Members

1. Attendance Requirements and Removal

Members of the Board of Adjustment shall meet the minimum attendance requirements specified in the most current version of the Guidelines for Advisory Boards and Committees.

2. Removal for Other Cause

The Board of County Commissioners shall remove any member of the Board of Adjustment who:

a. is no longer a resident of Alachua County; or

b. is convicted of a felony or an offense involving moral turpitude while in office serving as a member of the Board of Adjustment; or

c. is found by the Board of County Commissioners to have knowingly or repeatedly violated provisions of Chapter 112, Part III, Florida Statutes, regarding ethics for public officers; or

d. is found by the Board of County Commissioners to have known that he or she had a conflict of interest in a matter and participated in the decision on that matter.

401.10 Officers, Meetings, Rules of Procedure

(a) Election of Officers

At an annual organizational meeting to be held each year on October 1 or as soon thereafter as practicable, the members of the Board of Adjustment shall elect one of their members as Chair and one as Vice-Chair. The Board of Adjustment may create and fill such other offices as it may determine.

(b) Presiding Officers

1. Chair as Presiding Officer

The Chair shall serve as the presiding officer of the Board of Adjustment.

2. Temporary Absence of the Chair

In the temporary absence of the Chair, the Vice-Chair shall act as Chair and shall have all powers of the Chair. In the temporary absence of both the Chair and Vice-Chair at any meeting, the Board of Adjustment shall elect a temporary Chair.

3. Permanent Absence of the Chair

In the event of the permanent absence of the Chair due to resignation or other cause, the Vice-Chair shall perform the Chair's duties until such time as the Board of Adjustment shall elect a new Chair.

4. Duties of the Presiding Officer

The presiding officer shall be in charge of all proceedings before the Board of Adjustment, and shall take such action as shall be necessary to preserve order and the integrity of all proceedings before the Board of Adjustment.

(c) Meetings

Regular meetings shall be held each month and shall be set for a time, date and location certain.

(d) Minutes and Public Records

The Board of Adjustment shall keep minutes of its proceedings, showing the absence of members and the vote of each member including the Chair and Vice-Chair.

(e) Meetings and Hearings to be Public

All meetings and hearings of the Board of Adjustment shall be open to the public.

(f) Public Notice

Public notice of Board of Adjustment hearings shall be provided as required for each application type as provided in Chapter 402 and in accordance with the procedures of Article 4, Notice of Hearings, in Chapter 402.

(g) Rules of Procedure

The most recent edition of The Standard Code of Parliamentary Procedure (Alice Sturgis) or such other document as may be specified by the Guidelines for Advisory Boards and Committees shall govern the proceedings at the meetings of the Board of Adjustment. The Board may, by resolution, adopt additional rules of procedure not inconsistent with the Guidelines for Advisory Boards and Committees and any procedures set out or incorporated by reference there.

(h) Quorum

A meeting of the Board of Adjustment shall not be called to order, nor shall any business be transacted by the Board of Adjustment, without a quorum being present. A quorum shall consist of at least three members.

(i) Consideration of Applications and Other Actions

A majority vote of a quorum or any greater number of members present at a meeting shall be necessary for the Board of Adjustment to take any action, issue an order, or make a decision or other determination.

(j) Conflict of Interest

If there is a matter which comes before a member of the Board of Adjustment for which a conflict of interest exists, the member shall, as provided in Chapter 112, Part III, Florida Statutes:

1. publicly state the nature of the interest in the matter, prior to the vote being taken;
2. abstain from voting or participating in the matter; and
3. within 15 days after the vote occurs, file a memorandum, Form 8B or other approved form with the secretary describing the nature of the interest in the matter.

401.11 Powers and Duties

The Board of Adjustment shall exercise the powers and duties listed below.

(a) Variances

The Board of Adjustment has the authority to approve, approve with conditions or deny a variance from the requirements of the following provisions of this ULDC subject to Article 26, Variances, of Chapter 402:

1. Chapter 403 Zoning Districts

Variances from the following requirements contained in any zoning district, except the Planned Development (PD) zoning district, may be granted by the Board of Adjustment:

a. the minimum yard/setback requirements, lot width or lot depth; and the maximum height or building coverage;

2. **Chapter 407 General Development Standards, Section 407.01 (a) Principal Building on Lot**

In cases of personal hardship, such as care for an aged or infirm family member, a secondary living unit may be approved by the Board of Adjustment as follows:

a. In the 'A' and 'R-1c' zoning districts the secondary living unit may be a mobile home or manufactured home.

b. The property that contains a secondary living unit shall not be subdivided so as to create two lots.

c. Conditions may be placed on the secondary living unit to require its removal at the termination of the hardship or require recertification of need after a specified time frame. Additionally, design conditions may be placed on the unit to functionally integrate it with the principal building.

3. **Chapter 407 General Development Standards, Section 407.07**

A variance to the maximum height requirement for subdivision boundary fences may be approved by the Board of Adjustment in accordance with the following:

a. The applicant must demonstrate unique conditions exist on the property warranting the need for a higher fence.

4. **Chapter 407 General Development Standards, Section 407.73(f)1**

A variance to the public road frontage requirement may be approved by the Board of Adjustment for the first split of a parent tract or for a Family Homestead Exception granted in accordance with the requirements of **Error! eference source not found.** of **Error! Reference source not found.** in accordance with the following:

a. The applicant must provide proof of access to a county maintained public road;

b. The applicant must demonstrate sufficient hardship exists; and

c. The private road must provide for minimum width, stabilization, and maintenance requirements as determined by the Public Works Department for the purpose of providing service delivery, particularly emergency services delivery.

(b) Family Homestead Exceptions

1. **Exceptions**

The Board may approve, approve with conditions or deny a family homestead exception as provided in Article 23 of Chapter 402, Family Homestead Exceptions.

2. **Transfer of Exceptions**

The Board may approve, approve with conditions or deny a request to transfer a family homestead exception certificate to an individual not meeting the definition of an immediate family member as provided in §402.143(d).

(c) Airport Impact Zoning Regulations

1. Variances

The Board has the authority to approve, approve with conditions or deny a variance from the requirements under Fl. Statutes s. 333.07(2).

2. Appeals

The Board may hear and decide appeals from any order, requirement, decision, or determination made in the enforcement of Article 7, Airport Impact Zoning Regulations, Chapter 405, as provided in Fl. Statutes, s. 333.08.

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Article 5 Development Review Committee

401.12 Establishment

The Development Review Committee (DRC) is hereby established.

401.13 Composition and Officers

(a) Members

The directors of the Growth Management, Environmental Protection and Public Works Departments shall each designate one DRC regular member and an alternate member from their respective departments. The DRC regular and alternate members shall not be directly involved with the review of the DRC development applications. Names of the appointed members and alternates shall be noted on the DRC agendas. Upon application, applicants shall be advised not to contact the DRC members or alternates with regard to any item to be reviewed on the DRC agenda to ensure the integrity of the quasi-judicial process.

(b) Officers

The Chair shall be the Director of the Growth Management Department's designeeDepartment or such person's designated alternate.

401.14 Meetings

The time, location and date of meetings shall be established by the Director.

401.15 Public Notice

Public notice of DRC hearings shall be provided as required for each application type as provided in Chapter 402 and in accordance with the procedures of Article 4, Notice of Hearings, in Chapter 402.

401.16 Rules of Procedure

(a) The Development Review Committee shall adopt rules of procedure necessary to its governance and the conduct of its affairs in keeping with applicable provisions of Florida law and the ordinances of Alachua County.

(b) All meetings and hearings of the Development Review Committee shall be open to the public.

401.17 Powers and Duties

(a) Review and Approval

The Development Review Committee has the authority to approve, approve with conditions, or deny the following:

1. preliminary development plans under the thresholds established in §402.44Chapter 402 §402.44 Thresholds for Development Review;
2. final development plans;
3. minor development plans;
4. minor change to an approved planned development;
5. modifications to a development plan resulting in more than 1,500 square feet of new impervious area or affecting other elements of an approved final development plan;
6. change of use deemed not to be a similar use per §404.08;

7. change of use deemed to be a similar use per §404.08 resulting in more than 1,500 square feet of new impervious area or affecting other elements of an approved final development plan;

~~4.~~8. master plans for planning parcels with significant plant and wildlife habitat or listed plant and animal species habitat;

~~5. development within the Urban Cluster but outside the Urban Services Line that meet the requirements in Chapter 402, Article 20, §402.134;~~

~~6.~~9. rural home-based businesses;flood hazard area permits except those listed under §401.20(d);~~§401.20(b);~~

~~7.~~10. variance to Flood Hazard Protection Standards of Chapter 406, §407.140;

~~8.~~11. waivers to the setback requirements from major road centerlines, section lines, and half section lines in §407.03 in conjunction with an associated development plan;

~~9.~~12. exceptions to the Street Network Standards of Chapter 407, §407.140;

~~10.~~13. reductions to the minimum property development standards in Table 407.78.1.1, Dimensional Standards for Rural/Agriculture Clustered Subdivisions, for front setback, rear setback, lot width and lot depth by no more than 25 percent pursuant to §407.78(g)1;

~~11.~~14. Certificate of Level of Service Compliance (CLSC) pursuant to Chapter 407, Article 12, Concurrency Management;

~~12.~~15. reductions or waivers to the industrial district boundary requirement in accordance with §406.16(b)3; and

~~13.~~16. reductions or increases of the preservation boundary buffer in accordance with §405.33(b)4.

(b) Review and Recommendation

The Development Review Committee shall review and make recommendations on plats, replats or vacation of plats or streets to the Board of County Commissioners.

Article 6 Development Review Departments

401.18 Establishment

For the purpose of this Article the Development Review Departments shall consist of the Department of Growth Management, the Environmental Protection Department and the Department of Public Works.

401.19 Department of Growth Management

Unless otherwise provided herein, the authority to administer, implement, enforce and interpret this ULDC is granted to the Director of the Department of Growth Management.

401.20 Development Review Departments Powers and Duties

The Department of Growth Management, the Environmental Protection Department and the Department of Public Works shall exercise the powers and duties listed below:

(a) Review and Report

The Growth Management Department shall review and prepare reports and recommendations to the following decision making bodies based on the review and recommendations of the Environmental Protection Department, the Department of Public Works, as well as input from other departments and agencies:

1. Board of Adjustment

regarding the following development applications:

a. Article 26, Variances; and

b. Article 23, Family Homestead Exceptions.

2. Development Review Committee

regarding the following development applications:

~~a. any application listed in 404.17(a);~~

~~a. development plans and amendments;~~

b. plats, including final plats, re-plats and vacation or abandonment of all or a portion of an approved plat;

c. vacation or abandonment of streets;

~~d. minor change to an approved planned development meeting the requirements of 402.89(c);~~

~~e. master plans for planning parcels with significant plant and wildlife habitat or listed plant and animal species habitat;~~

~~f. development within the Urban Cluster but outside the Urban Services Line that meet the requirements in Chapter 402, Article 20, §402.134, Criteria for Development Review Committee Approval;~~

~~g. rural home based business permits;~~

~~h. variance to Flood Hazard Protection Standards of Chapter 406, §406.57(p);~~

~~i. flood hazard area permits except those listed in §401.20(d);~~

~~j. exceptions to the Street Network Standards of §407.140;~~

~~reductions to the minimum property development standards in Table 407.78.1, Dimensional Standards for Rural/Agriculture Clustered Subdivisions, for front setback, rear setback, lot width and lot depth by no more than 25 percent pursuant to §407.78(g)1;~~

~~k. Certificate of Level of Service Compliance (CLSC) pursuant to Chapter 407 Article 12, Concurrency Management;~~

~~l. reductions or waivers to the industrial district boundary requirement in accordance with §403.16(b)3; and~~

~~m. reductions or waivers of the preservation boundary buffer in accordance with §405.33(b)4.~~

3. Board of County Commissioners (and Planning Commission where applicable)

Applications as listed in 401.02.

~~regarding the following applications:~~

~~a. Evaluation and Appraisal Reports;~~

~~b. Comprehensive Plan Amendments;~~

~~c. amendments to the Official Zoning Map;~~

~~d. special use permits;~~

~~e. special exceptions;~~

~~f. preliminary development plans exceeding the thresholds established in Article 10, Development Plan Review;~~

~~g. major or minor Amendments to an approved Planned Development district;~~

~~h. activity center and special area studies;~~

~~i. special area plans;~~

~~j. amendments to the text of this ULDC;~~

~~k. developments of regional impact;~~

~~l. water and sewer service extensions outside the urban cluster line; and~~

~~m. development agreements per Section 163.3220, Florida Statutes.~~

(b) Decisions of the Growth Management Department

The Director of the Growth Management Department, in conjunction with any of the other appropriate Development Review Departments, shall coordinate the review and make a decision to approve, approve with conditions or deny any of the following applications:

1. interpretation of the ULDC;
2. vested rights certification;
3. interpretation of district boundaries, where there is any dispute as to the location of the boundary of a zoning district in relation to particular property;
4. building permit;
5. building permits for docks of less than 1,000 square feet meeting the standards in Chapter 404, §404.65;
6. certificate of occupancy;

7. general home-based businesses;
8. family homestead exceptions not requiring approval by the Board of Adjustment;
9. temporary uses;
10. sign permit;
11. temporary placement permit;
12. tree removal permit; certain personal wireless service facilities meeting the administrative development approval criteria in Article 12 of Chapter 404 of this ULDC, and
13. administrative development plan review of any modifications to a development plan resulting in less than 1,500 square feet of impervious area provided the change does not affect other elements of an approved final development plan.
14. administrative development plan review of a change of use deemed a similar use per §404.08 for existing development where the proposed use will not require more than 1,500 square feet of impervious area provided the change does not affect other elements of an approved final development plan.
15. waivers to the setback requirements from major road centerlines, section lines, and half section lines in §407.03 for structures on existing legal lots of record.

(c) Decisions of the Environmental Protection Department

The Director of the Environmental Protection Department, in conjunction with any of the other appropriate Development Review Departments, shall coordinate the review and make a decision to approve, approve with conditions or deny any of the following applications:

1. activities in and adjacent to conservation or preservation areas;
2. activities in and adjacent to regulated natural and historic resources;
3. removal of indigenous vegetation in special area studies;
4. hazardous facilities;
5. well registration and well abandonment; ~~and~~
6. Murphree Wellfield hazardous waste licenses; and
~~6.~~7. dewatering activities discharging to wetlands, conservation or preservation areas.

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(d) Decisions of the Department of Public Works

The Director of the Public Works Department, in conjunction with any of the other appropriate Development Review Departments, shall coordinate the review and make a decision to approve, approve with conditions or deny any of the following:

1. flood hazard area permit for single family residence or mobile or manufactured home on a legal lot of record;
2. flood hazard area permit for boat docks under 1,000 square feet meeting the standards of §404.65;
3. minor modifications to stormwater management facilities associated with development previously approved by the Development Review Committee;

4. as an exception to the requirements found in Chapter 404, Article 24 Mining, Excavation and Filling Operations, and for the purposes of creating an Agricultural type pond, excavation of more than 200 cubic yards of material that do not impact regulated resource areas or involve areas within the limits of the 100 year flood plain;
5. right of way use and Utility Permit for allowable uses of public rights-of-way;
6. driveway permits; ~~and~~
7. construction permits;
8. Temporary construction stockpiles and temporary construction storage, leasing and sales offices that are not shown on an approved development plan; and
9. Dewatering activities with proposed offsite discharge.

~~7.~~

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Chapter 402 Development Application Review Procedures

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Article 1 Applicability and General Provisions

402.01 Purpose

The purpose of this Chapter is to provide the procedures and general standards for review of development, development activity and other applications that are submitted to officers or bodies of Alachua County for review under this ULDC. Unless otherwise provided in this Chapter or this ULDC, the Director shall establish the detailed procedures for development review, including the following:

(a) dates and deadlines for submitting applications;

(b) application forms;

(c) required documents and information to accompany application forms;

(d) public notice;
(e) completeness review;
(f) sufficiency review;
(g) review of responses to completeness or sufficiency reviews;
(h) approval of applications for further consideration or public hearing;
(i) form and preparation of Department or Development Review Committee recommendations; and
(j) such other action as may be needed to provide development review in an objective, timely and thorough manner.

402.02 Applications for Development Approval

(a) Applicability

All development applications shall comply with the requirements of this Article and this Chapter.

(b) Submittal of Applications

Unless otherwise provided herein, all development applications shall be filed with the Department.

402.03 Effect of Overdue Taxes, Liens and Fines

(a) Application Information

In addition to the application information required by other parts of this Chapter, an applicant shall provide with the application evidence that all property taxes and other obligations owed Alachua County related to the property are current.

(b) Application not to be Processed

An application that includes property for which there are overdue taxes or other financial obligations to Alachua County shall not be reviewed or processed by the Department, except in those cases where development plan approval is a requirement to correct a violation.

402.03.5 Building Permit Review for Affordable Housing Units

(a) Applicability

This Section applies to all housing units funded by any of the following programs below:

1. Community Development Block Grant
2. State Housing Initiatives Partnership Program (SHIP)
3. Impact Fee Assistance Program
4. Other (i.e housing tax credit program)

(b) Processing of Building Permits

Building permits for projects meeting the affordable housing guidelines above shall be available (processed) within six business days from the day the application is found sufficient and complete. No default permit is issued on account of this deadline.

(c) Application Information

In addition to the required information necessary to obtain a building permit, all affordable housing units seeking expedited review shall submit an *Alachua County Expedited Review Process for Affordable Housing Units* form.

Article 2 Common Development Application Elements

402.04 Application Screening for Administrative Permits

(a) Pre-Application Request for Information

A property owner or person with legal authority under §402.06(b) may submit a pre-application screening request to the Growth Management Department prior to submittal of a permit application to identify any issues related to the parcel and permit request. The following information should be provided as part of the pre-application screening request:

1. Tax parcel number and physical address;
2. Contact information, including name, telephone number, and e-mail address if applicable; and
3. General location and description of proposed activities.

(b) Application Screening

Before an application is approved by the County for an administrative permit, as provided for in Chapter 401, Article 6, Development Review Bodies, the following application material shall be submitted to the Growth Management Department to determine compliance with this ULDC and signed off on by the Growth Management Department, Public Works Department, and the Environmental Protection Department:

1. **Content**
   a. Survey of the parcel where activity is proposed, drawn to scale, including a north arrow and scale showing:
      i. Parcel boundaries with dimensions;
      ii. Locations of all proposed improvements with dimensions from two intersecting property lines to the proposed structure and showing all proposed improvements including but not limited to access, structures, septic system, wells, and utilities;
      iii. Locations of all existing improvements, and
      iv. Locations of all existing and proposed easements.
   b. Tax parcel number and physical address; and
   c. Contact information, including name, telephone number, and e-mail address if applicable.

(c) Exceptions

The following administrative applications are not required to submit the information in subsection (b) of this Section for application screening:

1. **Subdivisions, Plats and Non-residential Developments Approved After May 2, 2005**

   Subdivisions, plats and non-residential developments approved after May 2, 2005 by the DRC or Board of County Commissioners under this ULDC, provided the administrative permit request is consistent with the approved activities, parameters, and requirements of the development plan, subdivision

and/or plat, unless the lot is specifically identified by the authorizing review body as needing screening review as part of final approval.

2. Lots Approved Through Pre-Screening

Administrative applications where the property has been prescreened for the proposed activity through the prescreening process identified in subsection (a) of this Section.

3. Other Lots Found to be in Compliance

Other subdivisions, projects, plats, or lots that have been found to be in compliance with this ULDC and the Comprehensive Plan, and already reviewed by the Growth Management Department, Public Works Department, and the Environmental Protection Department. A list of such developments or properties shall be maintained at the Growth Management Department.

402.05 Development Application Forms

(a) Content

The Director shall establish application forms to be submitted to the Department for all development applications referenced in this Chapter. The information required to accompany each type of development application that is submitted to the Department shall include but is not limited to the following:

1. authority to submit an application, in a form approved by the County Attorney;
2. statement of how the development proposal is consistent with the Comprehensive Plan;
3. statement of how the development proposal is consistent with the Comprehensive Plans of all other jurisdictions within the market area, if applicable.
4. statement of how the development proposal is consistent with the applicable standards and criteria of this ULDC;
5. evidence of compliance with all applicable elements of the County's concurrency management system as provided in Chapter 407, Article 12 of this ULDC;
6. documentation or professional studies for natural resources assessment (§406.04, Chapter 406) and tree survey, landscape plan, public school impact, sign plan, solid waste disposal and recycling, stormwater management, erosion and sedimentation control, traffic impacts, water and sewer utilities, environmental monitoring plan, pollution prevention plan, and similar information as may be required by the Director;
7. development plans;
8. activity center development plan requirements listed in §402.94(b),
9. master plan or zoning master plan with all related attachments, if applicable;
10. phasing plan, if applicable;
11. boundary survey of the entire property meeting the technical standards of Florida Administrative Code 5J-17.050 through 5J-17.052, completed within

two years of the application date and containing a legal description and the total acreage calculated to one-tenth of an acre, if applicable;

12. architectural elevations, if applicable;
13. warranty deed, or such other deed as may be required by the Director;
14. fees, as established by the Board of County Commissioners;
15. market study, if applicable;
16. fiscal impacts including the timing of any needed infrastructure improvements or new facilities, if applicable;
17. employment study, if applicable;
18. an evaluation of the impacts of proposed Comprehensive Plan or Land Development Regulation amendments on the initial cost of housing, the long-term cost of home ownership and the fiscal impacts to the County and the County's taxpayers.
19. All ADA accessible routes must be identified on the development plans.

(b) Submittal of Forms

All development applications shall be submitted, on these forms and in such numbers as required, to the Department of Growth Management.

402.06 Authority to File Applications

(a) Legal Authority Required

Applications shall only be accepted with signatures from persons having the legal authority to submit them.

(b) Persons with Legal Authority

For the purposes of this Article, applications shall be made by any of the following:

1. owners of a property that is subject to a development application;
2. lessees of property subject to a development application, with the notarized written permission of the property owner;
3. the agents of a property owner or lessee, with the notarized written permission of the property owner; or
4. persons who have contracted to purchase property contingent upon receiving the necessary approval under this ordinance, or the agents of such persons, with the notarized written permission of the property owner.

(c) Authority to Submit Application

The Director of Growth Management may require an applicant to present evidence of authority to submit the application whenever there appears to be a reasonable basis for questioning this authority.

(d) Authority to Access the Property

Owners of property shall make available to Alachua County staff a means of reasonable access to the property for which an application has been submitted.

402.07 Fees

Fees shall be paid according to the fee schedule established by resolution by the Board of County Commissioners.

(a) Revised Applications

Any substantial applicant-initiated revisions shall require payment of additional fees. For the purposes of this Section, the Director shall determine if a proposed revision is to be deemed substantial, and the determination can include such factors as:

1. increase or decrease in land area included within an application;
2. change in uses;
3. change in the density or intensity of a project;
4. modification of proposed development plan, such as a change in vehicular access, change in building location or change in dwelling unit type;
5. reduction or relocation of proposed buffers, landscaping or conservation areas; and
6. change or elimination of conditions included as part of a development application approval.

(b) Withdrawn Applications

Upon written request to the Director, an applicant who has paid the appropriate fee but withdraws the application prior to any review or advertising by County staff may be entitled to a partial refund.

Article 3 Preliminary Procedures for All Applications

402.08 Applicability of Preliminary Procedures

The requirements of this Article shall, unless otherwise expressly provided in this Chapter, apply to all development applications.

402.09 Determination of Completeness

(a) Completeness Determination

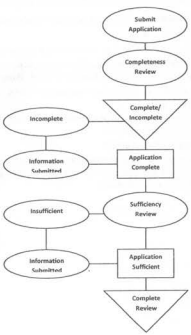
Applications will be checked for completeness at time of submittal. An application shall be deemed complete when it contains all required information and documents.

(b) Complete Application

Once an application has been deemed to be complete, staff shall then perform the sufficiency review.

(c) Effect of Incomplete Application

Incomplete applications will not be accepted for review. If an application is determined to be incomplete, the applicant shall be notified of the additional information that is required to continue review of the application.



402.10 Determination of Sufficiency

(a) Sufficiency Determination

A determination of sufficiency shall be made after an application is determined to be complete. An application shall be deemed sufficient if all required information and documents have been prepared in accordance with professionally accepted standards. If an application is determined to be insufficient, the applicant shall be notified in writing of the specific nature of additional information that is required to continue or conclude review of the application.

(b) Sufficient Application

Once an application has been deemed to be sufficient, staff review shall commence and the application shall be placed on the next available agenda of the appropriate reviewing body.

(c) Effect of Insufficient Application

An applicant has 90 days from receipt of written notification of insufficiency to provide all the necessary information to remedy an insufficient application. The application shall be deemed withdrawn unless the applicant responds, within the allotted timeframe, in one of the following ways:

1. The applicant provides all the information necessary to remedy an insufficient application; or

2. The applicant may provide documentation to establish that the applicant is continuing in good faith to remedy the insufficiencies pursuant to 402.20(b)2; or
3. The applicant requests in writing, that the application be processed in its present form. In this case the applicant acknowledges that the application has been determined by the Director to be insufficient, the applicant waives the right to supplement the application with additional information, and the applicant agrees to allow a decision on the application based on the information submitted. The application shall then be processed in its present form.

402.10.5 Expiration of Applications

If more than a year has passed since an application was determined to be sufficient, it is not under active review by staff, and there is no outstanding request to advance the application, it shall be deemed expired and a new application must be submitted for review.

Article 4 Notice of Hearings

402.11 Applicability

(a) Public Meetings

All meetings of the Board of County Commissioners, the Planning Commission, the Development Review Committee and the Board of Adjustment are public meetings and subject to the notice requirements under the Florida Statutes and the Rules of Procedure of the Board of County Commissioners.

(b) Hearings Required by this ULDC

Additional notice is required for most public hearings held in accordance with this ULDC. This Article sets out the minimum requirements for notice for such hearings.

402.12 Types of Public Notice

Forms of notice required for various public hearings may include mailed notice, published notice provided via a newspaper of general circulation, and posted notice by signs located on the subject property. Neighborhood workshops, in accordance with the procedures of Article 5, Neighborhood Workshops, of this Chapter, provide additional notice to the public regarding certain types of development applications. The public notice requirements for development applications are indicated in Table 402.12.1.

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Table 402.12.1

Required Public Notice for Development Applications

Proposal	Types of Public Notice			
	Mailed	Published	Posted	Neighborhood Workshop
Comprehensive Plan Amendment, text		X		
Comprehensive Plan Amendment, map	X	X	X	X
ULDC Text Amendment		X		
Rezoning, or Rezoning to Planned Development (including Major Amendments)Rezoning	X	X	X	X
Special Exception, Special Use Permit (including Major Amendments)	X	X	X	X
Minor Amendment to Planned Development, Special Exception or Special Use Permit	X	X	X	
Development Plan		X	X	
Development Plan, Exceeding thresholds	X	X	X	X
Plat or Replat		X		
Variance	X	X		
Scenic Road Variance	X	X	X	
Activity Center Master Plan	X	X	X	X
Neighborhood Workshop	X	X		
Preliminary CLSC		X	X	

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402.13 Content of Mailed and Published Notices

In addition to the content of mailed and published notices provided in this Section, published notice for a neighborhood workshop shall also be consistent with Article 5 of this Chapter. All mailed and published notices shall include, at a minimum, the information listed below.

(a) Statutory Requirements

Any information required by the Florida Statutes for published notice for the type of application which is the subject of the notice.

(b) Nature of Application

The application number, the application type, and a description of the proposal or request.

(c) Public Hearing Location, Time and Date

The location, time and date of all scheduled public hearings or workshops on the application.

(d) Location of the Subject Property

1. A description of the land involved by street address, if any, or by legal description or parcel number(s) of the subject parcels.
2. For mailed notices, a location map shall be included, indicating the location and general boundaries of the property, with reference to the closest intersection of public streets, when possible.

(e) Size of Subject Property

The total size of the parcels, rounded to the nearest one-tenth of an acre.

(f) Comprehensive Plan and Zoning Designations

The future land use map designation and zoning district of the property subject to the application.

(g) Materials Available for Public Information

The name, address and telephone number of the department in which the application, staff report and related materials may be inspected by the public, and the fact that information is available for public inspection during normal business hours.

1. **Submittal of Written Materials**

   The name, address and telephone number of the department where the public may submit written comments or evidence prior to the public hearing.

2. **Public Comment Allowed**

   A statement that affected parties may appear at the public hearing, be heard, and submit evidence and written comments.

402.14 Procedure for Mailed Notice

(a) To Whom Provided

When required, as shown in Table 402.12.1, notice shall be mailed ~~by the applicant~~ to all individuals and property owners indicated below, Notice for Neighborhood

Workshops~~except that Board of Adjustment Applications~~ shall be mailed by the applicant ~~staff~~.

1. **Property Owners of the Subject Property**

   All property owners of the land subject to the application shall be mailed a written notice of a public hearing or workshop.

2. **Jurisdictions**

   All bodies of government, including other counties or municipalities, adjacent to land subject to the application shall be mailed a written notice of a public hearing or workshop.

3. **Alachua County School Board**

   The Alachua County School Board shall be mailed a written notice of a public hearing or workshop concerning residential development~~subdivisions~~.

4. **Nearby Property Owners**

   The property owners listed below shall be mailed a written notice of a public hearing or workshop. When land that is the subject of an application is contiguous to property under common ownership or control, the distance shall be measured from the boundaries of the entire ownership. When the distance measurement from a property boundary as required below ends in a roadway, the property directly across the roadway shall also be mailed a written notice. Requirements for notice to abutting property owners shall mean those identified using the most recent available tax rolls at the time of development application.

   a. **Abutting Property Owners**

      All property owners within 500 feet of the boundaries of the property for application shall receive notice.

   b. **Abutting Properties Designated Rural Agriculture**

      If the parcel is located in an area designated Rural/Agriculture on the Future Land Use Map, all property owners within 1,320 feet of the boundaries of the property for application shall receive notice. Board of Adjustment applications shall only require that notices be mailed to property owners within 500 feet of the boundaries of the property for application.

   c. **Neighborhood and Property Owner's Associations**

      If any dwelling within the required notification area is part of a neighborhood association or property owner's association, and that information is a matter of record with the Department, the association shall receive notice.

   d. **Registered Associations or Individuals to Receive Agendas**

      All neighborhood associations or similar property owners' associations, or individuals that have registered with the Department shall receive, at minimum, the agendas for public meetings that consider development applications in Alachua County.

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(b) Mailing and Postmarking

1. Timing of Mailed Notice

For any application requiring mailed notice, such notice shall be mailed a minimum of 15 days prior to the initial public hearing or workshop.

2. When Notice Deemed to be Mailed

Notice shall be deemed mailed by its deposit in the mail, properly addressed and with postage paid.

(c) Department Verification

The following information shall be submitted to the Department ~~within 24 hours of the mailout~~ for notice of ~~public hearings. For notice of~~ neighborhood workshops.~~:~~ This~~.~~ ~~this~~ information shall be submitted as part of the application packet for which the neighborhood workshop~~meeting~~ was required.

1. a notarized affidavit certifying that the notices were mailed in compliance with the standards of this section;
2. a copy of the mailed notice; and
3. the name and address list of property owners and jurisdictions to which the mailed notices were provided.

402.15 Procedure for Published Notice

~~(a) Publishing of Public Notice~~

~~When required, as shown in Table 402.12.1, public notice shall be published as required by Florida Statutes Chapter 125, Section 125.66 and Chapter 163, Section 163.3184.~~

~~(b) Content and Publishing of Notice~~

~~1.~~(a) **Preparation of Content and Publishing**

The Department shall prepare the content of the notice and be responsible for publishing the notice in the newspaper of general circulation selected by the County.

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~~2.~~(b) **Content** and Form **of Notice**

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1. For ~~The content and form of the~~ published notice required by~~shall be consistent with the requirements of~~ Florida Statutes Chapter 125, Section 125.66 ~~and~~ Chapter 163 Section 163.3184, the standards of those Sections shall apply~~as applicable~~. In addition, the notice shall contain the information as required by §402.13~~§402.16~~ of this ULDC.
2. For other published notices required by Table 402.12.1 the following standards shall apply:
   a. The title of the advertisement shall be "Notice of Public Hearing";
   b. Content of the advertisement shall include information as required in §402.13 of this ULDC; and
   c. The advertisement shall be published no less than 7 days prior to the date of the public hearing.

402.16 Requirements for Posted Notice

(a) Content of Notice

When required, as shown in Table 402.12.1, posted notices shall include the following information clearly written on the sign:

1. the type of application, visible from the street (Federal Highway Standards prescribed in the Manual on Uniform Traffic Control Devices, which is available on file with the Department of Public Works);~~;~~
2. description of proposal or request;
3. ~~2.~~ zoning districts and future land use designations for comprehensive plan amendments and zoning applications (~~;~~ zoning districts shall be spelled out, not abbreviated, and applicable densities shall be included with land use designations);~~;~~ and
4. ~~3.~~ a phone number to contact the Department for additional information.

(b) Posting of Notice

Posting of property shall comply with the requirements listed below.

1. Responsibility for Posting

Signs shall be posted by the applicant.

2. Form of Required Signs

Notice shall be posted on weather resistant signs in a form established by the Department.

(c) Timing of Posted Notice

For any application requiring posted notice, signs shall be posted no later than 48 hours after the application has been accepted by the Department.

(d) Location of Signs

1. Street Frontage

Signs shall be placed along each street, at maximum intervals of 400 feet and set back a maximum of 5 feet from the property line, so that the signs are visible from the street.

2. Lack of Street Frontage

If the land does not have frontage on a street, at least one sign shall be placed on the property at the access point and additional signs shall be placed on the nearest public right-of-way with an indication of the location of the subject property.

3. Installation

Signs shall be posted in a professional manner, able to withstand normal weather events.

(e) Affidavit

A notarized affidavit shall be submitted to the Department within 72 hours after the posting, certifying that the signs were posted in compliance with the standards of this Section. The Director may require submittal of photographs of all signs as part of the affidavit.

(f) Maintenance

The applicant shall ensure that the signs are maintained on the land until completion of the final action on the application.

(g) Removal

The applicant shall remove the sign within 10 days after final action on the application.

Article 5 Neighborhood Workshops

402.17 Neighborhood Workshop

(a) Purpose

The purpose of a neighborhood workshop is to ensure early citizen participation in an informal forum in conjunction with development applications, and to provide an applicant the opportunity to understand and try to mitigate any impacts an application may have on an affected community. These workshops ensure that citizens and property owners have an adequate opportunity to learn about applications that may affect them and to work with the applicant to resolve any concerns at an early stage of the process. A neighborhood workshop is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision making. If an applicant fails to hold a required neighborhood meeting, the Department shall not accept that development application for review.

(b) Public Notice

Public notice of a neighborhood workshop shall be provided as indicated below.

1. Notice to Director

An applicant holding a neighborhood workshop shall coordinate with the Director prior to scheduling the workshop.

2. Notice Required

a. The applicant shall provide notification by mail according to Article 4, Notice of Hearings, of this Chapter. The Director shall provide a mailing list to the applicant. The applicant shall mail these notices with proper postage a minimum of 15 days before the workshop.

b. The applicant shall publish notice of the workshop according to Article 4, Notice of Hearings, of this Chapter, in a newspaper of general circulation a minimum of 10 days before the workshop. The advertisement shall be a minimum of two columns wide and four inches long. The ad shall be titled "Public Notice," with a description of the request, a location map and contact information.

3. Postponed Workshops

New public notice consistent with Section above shall be provided for any rescheduled workshop.

402.18 General Requirements

(a) Workshop Time and Location

The workshop shall start between 6:00 p.m. and 8:00 p.m. on a weekday or between 9:00 a.m. and 5:00 p.m. on a weekend. The initial workshop shall be held within the general area of the subject property. Additional workshops may be held but are not required.

(b) Workshop Summary

The applicant shall submit to the Department, as part of the application, a summary of the materials presented at the workshop, the issues raised by those in attendance, the suggestions and concerns of those in attendance, a copy of the sign-in sheet, a

copy of the workshop advertisement and a copy of the mailed notices sent to property owners.

(c) Workshop Elements

At the workshop, the applicant shall present the following, as applicable:

1. A general concept plan for the use of all included lands. Such plans shall indicate the general location of residential areas (including density and unit types), open space, active or resource-based recreation areas, natural areas (including wetlands and flood plains), and non-residential areas (including maximum square footage and maximum height).
2. A plan of vehicular, bicycle, and pedestrian circulation showing the general locations and right-of-way widths of roads, sidewalks and access points to the external and internal thoroughfare network.
3. Drawings indicating the conceptual architectural theme or appearance and representative building types.

Article 6 Time Limitations for Development Orders

402.19 Development Orders Expire

Any development order, permit or other approval, other than a rezoning, shall expire in accordance with the terms of this ULDC .

402.20 Extension of Time Limit

An applicant may apply for an extension of a time limit, subject to the requirements of this Section.

(a) Deadline for Application

An application for an extension of a time limit shall be filed a minimum of 60 days prior to the expiration of the time limit.

(b) Additional Application Requirements

1. Concurrency

Unless concurrency approval is vested, an application shall demonstrate compliance with the concurrency management system as established in Chapter 407, Article 12 of this ULDC.

2. Demonstration of Good Faith Efforts

An application shall include a demonstration of good faith efforts to comply with applicable time limits, by including at least one of the following:

- **a.** all efforts to design a project, including engineering, architectural and similar plans;
- **b.** the number and type of development permits that have been applied for, including all relevant federal, state, County or related permits;
- **c.** the number and timeliness of any plats that have been recorded;
- **d.** the number and timeliness of any prior phases that have been developed or implemented;
- **e.** the completion or status of site development improvements;
- **f.** any granting of rights-of-way, easements or similar public dedications;
- **g.** compliance with applicable conditions of development approval;
- **h.** execution of agreements for water or sewer services; and
- **i.** such other information as may be required by the Director.

(c) Review of Applications

The application for extension shall be deemed an amendment to the original approval and shall be subject to review at a public hearing by the body that granted the order, permit or approval.

(d) Consistency

The application shall be consistent with the current Comprehensive Plan, ULDC, and other County requirements.

Article 7 Comprehensive Plan Amendment

402.21 Amendments Generally

The provisions of this Article shall govern all amendments to the Alachua County Comprehensive Plan.

402.22 Types of Comprehensive Plan Amendments

For the purposes of this ULDC, there shall be two types of Comprehensive Plan amendments: small scale plan amendments and large scale plan amendments.

402.23 Pre-application Conference

Prior to the submittal of an application for a Comprehensive Plan amendment, an applicant other than the County shall request and participate in a pre-application conference with the Department.

402.24 Neighborhood Workshop

An applicant shall hold a neighborhood workshop prior to submittal of an application for an amendment to the Future Land Use Map, in accordance with Article 5, Neighborhood Workshops, of this Chapter.

402.25 Public Notice Requirements

As indicated in Table 402.12.~~402.12.~~1 mailed, published and posted notice shall be required before the first public hearing on any application for a Comprehensive Plan amendment affecting a particular mapped area. Applications for an amendment to the text of the Comprehensive Plan require published notice only. All notice shall be prepared according to the procedures in Article 4, Notice of Hearings, of this Chapter.

402.26 Processing of Applications

Applications for all Comprehensive Plan amendments shall be submitted in accordance with Article 2, Common Development Application Elements, of this Chapter.

(a) Large-Scale Amendments

Applications for Amendments to the Comprehensive Plan that do not qualify as Small Scale Amendments under~~in accordance with Chapter163,~~ Section 163.3187,~~(1),~~ Florida Statutes, ~~applications may be made and~~ shall be processed in cycles occurring no more than two times during any calendar year~~, unless an application is covered by exception in the Florida Statutes~~.

(b) Small Scale Amendments

Applications for Small Scales~~mall scale map~~ amendments, as defined in ~~Chapter 163,~~ Section 163.3187,~~(c),~~ Florida Statutes, may be received by the Department at any time during the year without regard to the twice a year limit stated above.

402.27 Standards for Review

When considering an application for a Comprehensive Plan Amendment, the review shall include all standards and criteria of Chapter 163 Florida Statutes.

402.28 Large-Scale Comprehensive Plan Amendment Cycles

(a) Advertising

The Department shall provide noticeadvertise in a newspaper of general circulation the deadline for submittal of applications for Comprehensive Plan amendments for plan amendment cycles to be set by the Department. The noticeadvertisements shall be providedappear a minimum of six weeks in advance of the deadline for filing an application.

(b) Receipt of Applications after Deadline

Proposed amendments received after the noticedadvertised deadline shall be considered for the next cycle. Time extensions to the noticedadvertised deadline shall not be granted.

(c) Modification of Proposed Comprehensive Plan Amendments

1. Should the applicant request a modification to the proposed amendment after the advertised deadline for the Comprehensive Plan amendment cycle, the amendment mayshall be removed from the current plan amendment cycle.
2. Once received by the Department and deemed complete, the modified amendment shall be rescheduled for the next plan amendment cycle.

402.29 Determination of Completeness

After submittal of a proposed plan amendment, the Director shall determine if information presented is complete. An application shall be deemed complete when it contains all required information and documents.

(a) Written Notification

Written notification of completeness determination shall be issued to the applicant within 15 working days after the submittal deadline.

(b) Additional Information

1. Response by Applicant

Should additional information be requested in the completeness determination, the applicant shall have ten working days from the receipt of the certificate or the date of the submittal deadline, whichever is longer, to provide the requested information.

2. Failure to Respond

Failure to provide the requested information within the allotted time period shall preclude review of the proposed plan amendment for the current plan amendment cycle unless the application is exempt from the twice a year limit as provided in Florida Statutes.

402.30 Review of Applications

(a) Local Planning Agency Review

The Planning Commission shall serve as the Local Planning Agency. The Local Planning Agency (LPA) shall review and consider all applications for amendments to the Comprehensive Plan in accordance with Chapter 163 Florida Statutes.

(b) Local Planning Agency Recommendation

The Local Planning Agency shall submit a recommendation, including the proposals' consistency with the Comprehensive Plan, to the Board of County Commissioners regarding each application, and may recommend that an application be:

1. approved;
2. approved subject to modifications; or
3. denied.

(c) Board of County Commissioners Review

1. Required Public Hearings for Large-Scale Amendments

The~~Unless otherwise provided by state law, the~~ Board of County Commissioners shall hold two public hearings, as provided below, to consider all large-scale Comprehensive Plan amendments.

a. Transmittal Public Hearing

A public hearing shall be held prior to transmittal of all proposed Comprehensive Plan amendments to the state land planning agency~~Department of Community Affairs~~ for review.

i. The public hearing shall be held following receipt of recommendations from the Local Planning Agency.

ii. At the public hearing, the Board of County Commissioners may:

(a) approve an application for transmittal;

(b) approve an application for transmittal subject to modification; or

(c) deny transmittal of an application.

b. Adoption Public Hearing for Large-Scale Amendments

A public hearing shall be held within 180 days ~~after receipt from the Department of~~ receipt of agency~~Community Affairs an objections, recommendations and~~ comments ~~report~~ on each proposed Comprehensive Plan amendment.

~~i. The public hearing shall be held within 60 days after receipt of the report from the Department of Community Affairs or after notification that no report will be issued, or within 120 days pursuant to s.163.3191, Florida Statutes.~~

~~ii.~~ At the public hearing, the Board of County Commissioners may take action to:

~~(a)~~I. approve an amendment;

~~(b)~~II. approve an amendment subject to modification; or

~~(c)~~III. deny an amendment.

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2. Adoption Public Hearing for Small-Scale Amendments

~~a.~~ An adoption public hearing shall be held following receipt of recommendations from the Local Planning Agency. No transmittal hearing is required for small-scale amendments. At the public hearing, the Board of County Commissioners may:

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~~b.~~a. approve an amendment;

~~c.~~b. approve an amendment subject to modification; or

~~d.~~c. deny an amendment.

Article 8 Unified Land Development Code Text Amendments

402.31 Applicability

An application to amend the text of this ULDC shall comply with the requirements of this Article.

402.32 Initiation of a Text Amendment

A text amendment may be proposed by:

- **(a)** the Board of County Commissioners;
- **(b)** any department or other agency of the County; or
- **(c)** any resident or landowner in the County.

402.33 Application Requirements

An application for a text amendment shall be submitted in accordance with Article 2, Common Development Application Elements, of this Chapter.

402.34 Required Notice

- **(a)** Published notice in accordance with the procedures outlined in Article 4, Notice of Hearings, of this Chapter is required prior to a public hearing on a text amendment.
- **(b)** In the case of any proposed text amendment which would have the effect of changing the actual list of permitted, limited, special or prohibited uses within a zoning district, the notice of the required hearings shall conform with Chapter 125, Section 125.66(4)(b), Florida Statutes, as well as with such additional requirements as may appear in Article 4, Notice of Hearings, of this Chapter.

402.35 Planning Commission Recommendation

- **(a)** The Planning Commission shall consider a proposed text amendment at the request of the Board of County Commissioners.
- **(b)** The Planning Commission shall review such proposed amendment, based upon the criteria listed below:
  1. the need and justification for the change;
  2. the consistency of the proposed amendment with the Comprehensive Plan; and
  3. whether the proposed change shall further the purposes of this ULDC and other County codes, regulations and actions designed to implement the Comprehensive Plan.
- **(c)** The Planning Commission shall make a finding of whether the proposed amendment is consistent with the Comprehensive Plan and a recommendation shall be prepared and forwarded to the Board of County Commissioners, indicating if the proposed amendment should be:
  1. approved as proposed;
  2. approved with amendments proposed by the Planning Commission; or

3. denied.

402.36 Hearing(s) by Board of County Commissioners

The decision to process a text amendment is within the sole discretion of the Board of County Commissioners, according to the following procedures.

(a) For Any Text Amendment

For any proposed text amendment, the Board of County Commissioners, sitting as the LDRC (Land Development Regulation Commission), shall hold a minimum of one public hearing before taking action on the amendment.

(b) For Text Amendment Affecting List of Uses

For any text amendment which would have the effect of changing the actual list of permitted, limited, special or prohibited uses within a zoning district, the Board shall hold a minimum of two hearings, conforming with the requirements of Chapter 125, Section 125.66(4)(b), Florida Statutes.

402.37 Action by Board of County Commissioners

Following the public hearings, the Board of County Commissioners shall make a finding of whether the proposed text amendment is consistent with the Comprehensive Plan and may approve, approve with changes or deny the proposed amendment.

Article 9 Development Agreement

402.38 Applicability

The County has authority to enter Development Agreements pursuant to Chapter 163, Sections 163.3220 through 163.3243, Florida Statutes, as well as other agreements concerning development.

Article 10 Development Plan Review

402.39 Applicability

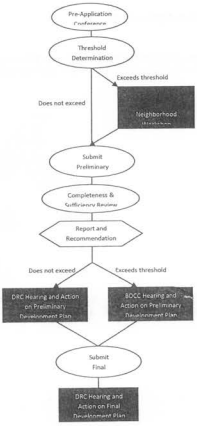
This Article shall apply to all development, development activity or other use requiring development plan review within the unincorporated area of Alachua County. No development shall be undertaken without prior approval and issuance of a final development order.

402.40 Pre-application Conference

Prior to the submittal of an application for preliminary development plan approval, an applicant is required to attend a pre-application conference with the Development Review Departments. Staff shall provide the applicant with information about the specific elements required for preliminary development plan application. Staff may also provide initial comments about specific items that must be addressed prior to submittal of the application, such as staff site visits, neighborhood workshops, etc. Specific requirements for the Pre-application Conference shall be determined by the Director of Growth Management.

402.41 Neighborhood Workshop

Prior to the submittal of a preliminary development plan application that is required to be considered by the Board of County Commissioners, an applicant shall hold an advertised neighborhood workshop in accordance with Article 5,Article 5, Neighborhood Workshops, of this Chapter. A Neighborhood Workshop held as a requirement of a land use or zoning application may satisfy this requirement if, as determined by the Director, sufficient detail was presented at that time. Materials documenting the Neighborhood Workshop shall be submitted with an application for Preliminary Development Plan.



402.42 Public Notice Required

Posted notice in accordance with the procedures in Article 4,Notice of Hearings, of this Chapter is required for all development plans to be heard by the Development Review Committee. Mailed and posted notice, in accordance with the procedures in Article 4,Article 4, Notice of Hearings, of this Chapter, is required for all development plans required to be considered by the Board of County Commissioners.

402.43 Development Plan Review Steps

(a) Preliminary Development Plan

The purpose of this stage is for the Development Review Committee and the applicant to determine the specific characteristics of a site that will influence its design. The Preliminary Development Plan shall detail regulated natural resources that exist on site, approximate access points, and location of utilities that will serve

the site. Minimum Open Space areas and tree protection defined with the Preliminary Development Plan shall be utilized in the Final Development Plan.

1. The preliminary development plan shall be considered at a public hearing. When a preliminary development plan proposes development that meets or exceeds the thresholds listed in Table 402.44.1, the Board of County Commissioners shall hold the public hearing. The Development Review Committee shall hold the public hearing for all other preliminary development plans. The decision from either body may be for approval, approval with conditions or denial.
2. No preliminary development plan shall be approved unless a determination can be made that all required public facilities and/or Levels of Service will be adequate to support and service the area of the development, consistent with Chapter 407, Article 12. The applicant shall submit sufficient information and data on the development to demonstrate the necessary public services are adequate to address the impact created by the development and to demonstrate that the proposed development is consistent with the Comprehensive Plan.
3. An application for preliminary development plan review shall be submitted in accordance with Chapter 402, Article 2, Common Development Application Elements, of this Chapter. Detailed submittal requirements shall be provided in a form acceptable to the Director.

(b) Initial Design Plan

The Initial Design Plan stage is an administrative review opportunity for an applicant to ensure that initial stages of engineering design for a site are consistent with site design standards of the Unified Land Development Code. The Initial Design Plan is a non-binding document intended to inform the County about the specific location of improvements on a site and to receive comments. Initial Design Plan review is required for all developments meeting the thresholds established in §402.44, all developments within Activity Centers or Special Area Plans, and all sites containing Strategic Ecosystems. Initial Design Plan review is optional for all other developments.

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(c) Final Development Plan

The purpose of this stage is for the Developer to present the fully engineered final development plan to the Development Review Committee for review. The Final Development Plan shall be consistent with the approved Preliminary Development Plan, other applicable provisions of the Unified Land Development Code, and the Comprehensive Plan. The Final Development Plan shall contain all items necessary to demonstrate compliance with the Unified Land Development Code and Comprehensive Plan.

1. The final development plan shall be considered by the Development Review Committee at a public hearing. The decision may be for approval, approval with conditions or denial. Conditions of approval shall be such that no changes that affect requirements of other portions of the Unified Land Development Code are necessary to remedy a solution.

2. No final development plan shall be approved unless a determination can be made that all required public facilities and/or Levels of Service will be adequate to support and service the area of the development. This determination shall be made consistent with Chapter 407 Article 12.
3. An application for final development plan review shall be submitted in accordance with Chapter 402, Article 2, Common Development Application Elements, of this Chapter. Detailed submittal requirements shall be provided in a form acceptable to the Director.

402.44 Thresholds for Development Review

Any proposed development, except those that are part of an approved Planned Development, Special Exception, or Special Use Permit, that meets or exceeds the thresholds established in Table 402.44.1 below shall require preliminary development plan consideration and action by the Board of County Commissioners. In addition, any preliminary development plans submitted for review concurrently with a zoning application for a Planned Development, Special Use Permit, or Special Exception shall require Board of County Commissioners consideration and action, regardless of whether they are above the thresholds in Table 402.44.1.

Table 402.44.1
Development Thresholds

Development Type	Threshold
Residential, Single Family	100 dwelling units
Residential, Multiple Family	150 dwelling units
Commercial/Office/Institutional/Place of Worship/ Civic Organizations	50,000 sf of GFA
Industrial	100,000 sf of GFA
Mixed Use: Residential	80 dwelling units
Mixed Use: Commercial/Office	40,000 sf of GFA
Mixed Use: Industrial	80,000 sf of GFA
All Development Types	Extension of water-sewer service beyond the Urban Cluster Line
All Development Types	Adverse impact to wetlands
All Development Types	Proposed developed area of parcel contains Strategic Ecosystem

GFA = gross floor area

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402.45 (RESERVED)

402.46 Development Plans to be Platted

Plat requirements are detailed in Article 12, Platting, of this Chapter. The proposed plat may be submitted with the final development plan or after the final development plan has been approved.

402.47 Time Limitation for Expiration of Development Plans

In accordance with Article 6 of this Chapter, Development Plans shall expire. Expirations shall be governed by the following provisions.

(a) Preliminary Development Plan

~~1.~~ ~~An approved preliminary development plan or phase of a preliminary development plan shall expire unless a complete application for final~~

1. development plan approval has been accepted by the Department within 12 months of the date of preliminary development plan approval.
2. The reviewing body shall have the authority to approve a preliminary development plan for a Planned Development (PD), a Traditional Neighborhood Development (TND), or an affordable housing development consistent with the time frames established in the phasing schedule of the approved PD, TND, or affordable housing project.

(b) Final Development Plan

An approved final development plan shall expire unless a complete application for a construction, building or other required permit has been accepted by the appropriate reviewing department within 12 months of the date of final approval.

(c) Extension of Expiration of Development Order

1. One extension, of up to one year, may be granted administratively contingent upon a finding by the Director of Growth Management that the approved final development plan or plat is consistent with all elements of the Comprehensive Plan and all of the ULDC in effect at the time of the application for the extension. Any such extension will be issued only if no imminent or existing public facility deficiencies exist at the time of the application for extension. A request for administrative extension of expiration shall be submitted in writing to the Department no less than 60 days prior to the expiration of the final development plan or plat.
2. All other extensions of expiration of development plans shall be governed as set forth in Article 6 of this Chapter.

(d) Senate Bill 1752 Permit Extensions

1. Any permittee of a building permit or development permit with an expiration date of September 1, 2008 through January 1, 2012, may apply for a two-year extension of building permit or development permit expiration date, implementing Senate Bill 1752 (2010), on the application form(s) provided by the Growth Management Department. This extension is in addition to the 2-year permit extension provided under section 14 of chapter 2009-96, Laws of Florida (SB360, 2009). However, building permits and development permits issued after the effective date of SB 1752, May 28, 2010, are not eligible for the extension. In order to be processed, a completed application must be received by the Growth Management Department on or before 5 p.m. on December 31, 2010, identifying the specific authorization for which the holder intends to use the extension and the anticipated timeframe for acting on the authorization.
2. For purposes of this subsection, the following terms are defined:
   a. *"Building Permit"* means any permit issued by the building official, as provided for in the current edition of the Florida Building Code as adopted by Florida Law, authorizing performance of construction or alteration of a building or structure. In addition, the term includes any

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site construction, electrical, gas, mechanical and plumbing permits issued for a project that has a current valid building permit for a building or structure, but not for a project without a current valid permit for a building or structure.

b. *"Development Permit"* includes final plat, planned development zoning resolution, special exception, variance, special use permit, final development plan, preliminary and final certificate of level of service compliance, construction permit, right-of-use or utility permit, tree removal permit, and driveway permit.

c. *"Permittee"* means the natural person or legal entity in whose name the development permit or building permit was issued, or his/her/its legally documented heirs, transferees, successors or assigns, including but not limited to successors by virtue of foreclosure or bankruptcy.

3. Upon submission of a completed application and payment of the administrative fee, the Growth Management Department Director, or designee, shall process the application and send a written acknowledgement to the permittee. In the event the permittee is not the same person/entity as shown on the face of the development permit or building permit, the permittee shall provide all legal documentation necessary for the Growth Management Department Director, or designee, to verify that the permittee is eligible to apply for the extension. The written acknowledgement shall state whether the application for a two-year extension of building permit or development permit expiration date is approved or denied and, if denied, shall state the grounds for denial. Grounds for denial shall include, but not be limited to, submittal of incomplete application or failure to pay the prescribed administrative fee; failure to adhere to the requirements of this ordinance or SB 1752; the building permit or development permit is determined to be in significant noncompliance with the conditions of the building permit or development permit, as established through the issuance of a warning letter or notice of violation, the initiation of formal enforcement, or other equivalent action by the authorizing body, prior to the date of the application for extension; or that granting an extension to the building permit or development permit would delay or prevent compliance with a court order.

4. The Growth Management Director, or designee, is authorized to promulgate forms for requests for building permit extensions and development permit extensions under this ordinance pursuant to SB 1752; accept and process requests for extensions properly made in accordance with this ordinance; and execute the appropriate documents to implement the extension upon written request made in accordance with this ordinance.

5. A building permit or development permit extended under this ordinance shall continue to be governed by the laws in effect at the time the building permit or development permit was issued, except when it can be demonstrated that the laws in effect at the time the building permit or development permit was issued would create an immediate threat to the public safety or health. This provision applies to any modification of the plans, terms, and conditions of the permit which lessens the environmental impact, except that any modification does not extend the time limit beyond 2 additional years.

6. The permittee of an extended building permit or development permit shall throughout the term of the extension maintain and secure the property in a safe and sanitary condition in compliance with all applicable laws and ordinances.

7. The permittee of an extended building permit or development permit shall, throughout the term of the extension, have a continuing obligation to notify the Growth Management Department of any change in status of permittee as it relates to the extension such as, but not limited to, change of entity name, transfer of property, death or foreclosure.

8. If the permittee elects to utilize the permit extension provisions of SB 1752 and this Ordinance, such extension shall be the exclusive extension available to the permittee and shall operate in lieu of, and not in addition to, any other extension that may be available under the terms and conditions of the development permit, building permit or the Unified Land Development Code.

402.48 Activities Requiring Administrative Development Plan Approval

Certain development permits or activities shall not require a development plan approval by the Development Review Committee or Board of County Commissioners. Applicants for these permits or activities may apply to the specific department(s) having authority to grant an administrative development approval. Application types requiring only an administrative approval are listed in §401.20(b),(c),(d).

Article 11 Interpretation of Regulations

402.49 Director Authorized to Interpret Code

Unless otherwise provided herein, the Director of Growth Management is authorized to interpret all provisions of this ULDC.

402.50 Formal Request for Interpretation

The Director shall render interpretations of this ULDC pursuant to this Article. Unless waived by the Director, all formal requests for an interpretation shall be submitted in writing to the Director.

402.51 Form of Response

(a) Written Response

The interpretation shall be provided in writing to the applicant.

(b) Notice to Property Owner

If the individual requesting an interpretation is not the property owner, the interpretation shall also be mailed to the property owner within seven working days after the Director issues the written response.

402.52 Official Record

The Department shall maintain an official record of all formal interpretations

Article 12 Platting

402.53 Applicability and General Provisions

(a) Applicability

Platting and subdivision of land, including final plats, re-plats, plat vacation, plat abandonment, plat revocation and plat modification or suspension, shall comply with the requirements of this Article and Section 20, Chapter 85-55, Laws of Florida, regarding vacation of plats. All proposed plats shall comply with Chapter 177, Florida Statutes, and any other applicable statutes and Chapter 407, Article 8, Subdivision Regulations,~~;~~ regarding the platting of land. For the purposes of this Article, the term plat or platting shall include subdivision of land, re-platting of land, and vacation or abandonment of all or a portion of an approved plat.

(b) Consistency with Comprehensive Plan

All proposed plats shall be consistent with the Comprehensive Plan and shall comply with all applicable standards and requirements of this ULDC.

(c) Consistency with Development Approval

1. Compliance with Development Approvals

Plats shall comply with all development approvals, including any conditions, restrictions or other limitations included in such approval, that are granted by the Board of County Commissioners, the Development Review Committee, the Board of Adjustment, or any other board, body, officer or County employee possessing authority to approve a development application.

2. Plat Approval Required

No development order, development permit, building permit, tree clearing permit or construction permit or other similar permit may be issued until a plat has been approved by the Board of County Commissioners. No building permit may be issued for any newly created lot until the plat is recorded with the Clerk of the Circuit Court of Alachua County.

402.54 Application Requirements

An application for a plat approval shall be submitted in accordance with Article 2, Common Development Application Elements, of this Chapter.

402.55 Public Notice Requirements

Published notice in accordance with §402.15 and posted notice in accordance with §402.16 shall be required before the public hearing on any application for plat approval.

402.56 Platting Required

Platting is required for development of detached and attached single family lots or the reconfiguration of previously recorded platted lots.

402.57 Platting Optional

Platting is optional for new multifamily and nonresidential developments. Multifamily and nonresidential developments previously recorded as platted lots shall be required to be re-platted when such lots are reconfigured.

402.58 Plat Review by Development Review Committee

(a) Pre-application Review

1. The purpose of this stage is to provide an opportunity for an informal review by the County Staff of a proposed plat and to receive their advice and guidance prior to proceeding with engineering plans and plat preparation.
2. At this stage, if streets or central water and sewer improvements are not planned, the applicant may request to proceed with final plat review.

(b) Preliminary Plat Review

The purpose of this stage is for the Development Review Committee to have an opportunity to review proposed plats that do not require an associated preliminary development plan.

(c) Final Plat Review

1. The purpose of this stage is for submittal of the final plat to the Development Review Committee for review. At this stage, all deficiencies should be addressed and the proposed plat shall be in final form.
2. Once the Development Review Committee determines a proposed plat to be complete, they shall prepare a recommendation for action by the Board of County Commissioners.

402.59 Action by Board of County Commissioners

Following the public hearings, the Board of County Commissioners has the authority to approve, approve with changes, or deny the proposed plat.

402.60 Filing of a Plat approved by the Board of County Commissioners

(a) Once the plat has been approved by the Board of County Commissioners the plat document must be submitted for signature, along with all necessary supporting documentation including surety for 110 percent of the contract amount; itemized construction contract for the paving, grading and drainage; off-site easements and rights-of-way; supporting survey documentation; E-911 addresses assigned by Alachua County Enhanced E-911 Office and a title opinion dated within 30 days of the date of submittal to obtain the signature of County officials.

(b) The developer shall file the plat, bearing the signatures of all applicable County representatives, for recording with the Clerk of the Circuit Court of Alachua County no later than one year from the date of final plat approval by the County Commission. If a plat is not recorded by the developer within the specified time frame, such plat approval shall be deemed expired and the plat must be resubmitted for final plat approval by the Board of County Commissioners. The developer shall be responsible for all recording costs.

402.61 Expiration

Approval of a plat shall expire without further action of the Board of County Commissioners unless the plat has been recorded within one year of the date of Board approval of the plat. In order to avoid expiration, all plat documents outlined in §402.60(a) above must be complete and accepted by the County to obtain the signatures of County officials at least 30 days prior to the one-year expiration date.

402.62 Appeal

A decision on a plat may be appealed to a Hearing Officer in accordance with this ULDC, regardless of whether improvements have been installed or the plat recorded. The time limit for filing an appeal shall run from the date of approval of the plat and not be affected by the recording date or other subsequent actions.

402.63 Plat Vacations

Any application to vacate all or part of a plat shall comply with the requirements of this Section.

(a) Application Requirements

An application for a plat vacation shall be submitted in accordance with Article 2, Common Development Application Elements, of this Chapter. An applicant must also provide the information listed below:

1. Proof of fee simple title to the whole or that part of the tract covered by the plat sought to be vacated.
2. A certificate, acceptable to the Director, showing that all state and county taxes have been paid.
3. If a portion of a platted subdivision lies within the corporate limits of any incorporated municipality within Alachua County, the applicant shall furnish a certified copy of the resolution previously approved by the municipal governing body that indicates the approval of the proposed plat vacation, or part thereof.

(b) Review

1. An application shall be reviewed by the County Staff.
2. Once County Staff determines an application for plat vacation to be complete, it shall prepare a recommendation for action by the Board of County Commissioners.

402.64 Action by Board of County Commissioners

(a) Approval of Vacation of Plat

If the Board determines at a Public Hearing that vacating the plat will not affect the ownership or right of convenient access of persons owning other parts of the subdivision or adjacent properties, it may adopt the appropriate resolution vacating all or a portion of the plat.

(b) Exception for State Roads

Any plat vacation approved by the Board of County Commissioners shall not apply to any state roads lying within said plat.

402.65 County-Initiated Plat Vacations

(a) Vacation of an Existing Plat

The Board of County Commissioners may initiate a proceeding to order the vacation and reversion to acreage of all or part of a subdivision within its jurisdiction if capital improvements have not been properly installed, including the vacation of streets or other parcels of land dedicated for public purposes.

(b) Revocation, Modification or Suspension of an Existing Plat

1. Plat Revocation, Modification or Suspension

The Board of County Commissioners may initiate a proceeding to order a revocation, modification, or suspension of an existing plat, when:

a. the plat was legally recorded not less than 20 years before the date of such action; and

b. not more than 10 percent of the total subdivision area to be vacated has been sold as lots.

2. Basis for Revocation, Modification or Suspension

The Board of County Commissioners action shall be based upon findings that vacation and reversion to acreage will:

a. conform to and be consistent with the Comprehensive Plan; and

b. promote the public health, safety, and welfare .

(c) Action to Vacate, Revoke, Modify or Suspend a Plat

1. Board of County Commissioners Approval Required

Any action to vacate, revoke, modify or suspend an approved plat is subject to approval by the Board of County Commissioners at a public hearing for which public notice has been provided.

2. Public Notice

Mailed and published public notice of proposed action to vacate, revoke, modify or suspend an approved plat shall comply with the requirements of Article 4, Notice of Hearings, of this Chapter.

3. Adoption of Resolution Required

In the event a vacation, revocation, modification or suspension is ordered, a resolution shall be adopted, setting forth the Board's findings and action.

4. Publishing of Resolution

The adopted resolution shall be published one time in a newspaper of general circulation, within 30 days following the adoption.

5. Execution of Deed

a. The Chair of the Board of County Commissioners is hereby authorized to execute a deed, approved by the County Attorney, deeding the vacated plat, or part thereof, to the appropriate parties.

b. The adopted resolution and County Deed shall be recorded in the public records along with proof of publication of the notice of public hearing, and the proof of publication of the adopted resolution, and a transfer of interest form.

c. The County will pay for the documentary stamps and any other costs associated with the recording.

402.66 Appeal

Appeal of a decision to vacate, revoke, modify or suspend an existing plat shall be by writ of certiorari filed in the Circuit Court for Alachua County within 30 days of the date of publication of the adopted resolution.

402.67 Prohibited Action

Action by the Board of County Commissioners to vacate, revoke, modify or suspend an existing plat shall not have the result of depriving an owner of any parcel of land in the subdivision or adjacent property owner of reasonable access to such parcel nor of reasonable access to existing facilities to which such parcel has theretofore had access.

402.68 Effect of Vacating Plat and Recording of Resolution

Every resolution of the Board of County Commissioners vacating a plat shall have the effect of vacating all streets and alleys within the portion of the plat vacated that have not become highways necessary for use by the traveling public. Such vacation shall not become effective until a certified copy of the adopted resolution has been recorded in the public records.

Article 13 Rezoning

402.69 Applicability

The provisions of this Article shall apply to all amendments to the Official Zoning Map of Alachua County. Additional requirements for rezoning to a Planned Development district are found in Article 14 of this Chapter.

402.70 Initiation of Rezoning

An application for rezoning may be initiated by either of the following:

(a) the Board of County Commissioners; or

(b) any other person or agent with authority to file an application, as provided in §402.06, Authority to File Applications.

402.71 Pre-application Conference

Prior to the submittal of an application for a rezoning, the applicant shall request and participate in a pre-application conference with the Department.

402.72 Neighborhood Workshop

A neighborhood workshop shall be held in accordance with Article 5, Neighborhood Workshops, of this Chapter. All required neighborhood workshops shall be held prior to the submittal of a rezoning application. The following types of rezoning applications are required to hold a neighborhood workshop:

(a) all rezoning applications to the Planned Development zoning district,

(b) all rezoning applications to non-residential zoning districts;

(c) all rezoning applications to residential zoning districts that result in an increase of more than two potential dwelling units on the property.

402.73 Required Public Notice

Mailed notice, published notice and posted notice shall be required before the first public hearing on any application for rezoning in accordance with the procedures in Article 4, Notice of Hearings, of this Chapter.

402.74 Application Requirements

An application for a rezoning shall be submitted in accordance with Article 2, Common Development Application Elements, of this Chapter.

402.75 Review by the Planning Commission

(a) Consideration by Planning Commission

All rezoning applications shall be considered by the Planning Commission at a public hearing, prior to public hearing or action by the Board of County Commissioners.

(b) Standards and Criteria

The Planning Commission shall review and make a recommendation on the proposed rezoning based on the standards in §402.77.

(c) Planning Commission Recommendation

A recommendation shall be prepared and forwarded to the Board of County Commissioners. The recommendation shall indicate if the proposed rezoning should be:

1. approved;
2. approved with conditions, where conditions may be attached to the proposed rezoning;
3. approved a rezoning to a zoning district other than the district requested by the applicant, that is consistent with the land use designation; or
4. denied.

402.76 Action by the Board of County Commissioners

(a) Public Hearing

The Board of County Commissioners shall hold a minimum of one public hearing conforming with the requirements of §125.66(4)(b) to consider the proposed rezoning after receiving a recommendation from the Planning Commission.

(b) Action by Board of County Commissioners

Following the public hearing, the Board of County Commissioners may take one of the following actions:

1. approve;
2. approve with conditions, where conditions may be attached to the proposed rezoning;
3. approve to rezone to a zoning district other than the district requested by the applicant, that is consistent with the land use designation; or
4. deny.

402.77 Review Criteria and Standards for Rezoning Applications

When considering any application for rezoning, the standards and criteria listed below shall apply.

(a) Consistency

The proposed rezoning is consistent with the Comprehensive Plan and this ULDC.

(b) Compatibility

The proposed rezoning is compatible with the present zoning pattern and conforming uses of nearby property and the character of the surrounding area.

(c) Development Patterns

The proposed rezoning shall result in logical and orderly development patterns.

(d) Suitability

The affected property is suitable for the uses that are permitted by the proposed zoning districts.

(e) Adequate Public Services

The proposed rezoning is consistent with the adequate public facilities requirements of Article 12, Chapter 407 of this ULDC.

(f) Access

Available ingress and egress is adequate for potential uses in the proposed zoning district.

(g) Public Health, Safety, and Welfare

The uses allowed within the proposed zoning district shall not adversely affect health, safety, and welfare.

402.78 Limitations on Rezoning Applications

If the Board of County Commissioners denies an application for the rezoning of property, the applicant shall not resubmit an application to rezone any part or all of the same property to the same or any more intensive category for a period of 12 months from the date the initial application for rezoning is denied.

402.79 Conditions for Approval

The Board of County Commissioners may, when considering development applications that include a request for rezoning to a planned development district, a special use permit, special exception or similar types of applications, include conditions or limitations as part of the development approval.

Article 14 Rezoning, Planned Development District

402.80 Processing

Applications for a rezoning for a planned development district (PD) shall be processed in accordance with Article 12, Rezoning, of this Chapter. An application for a planned development district rezoning may be submitted concurrently with an application for a preliminary development plan.

402.81 Pre-application Conference

Prior to the submittal of an application for a rezoning for a planned development district, the applicant shall request and participate in a pre-application conference with the Department.

402.82 Neighborhood Workshop

An applicant shall hold a neighborhood workshop prior to submittal of an application for rezoning to a planned development district in accordance with Article 5, Neighborhood Workshops, of this Chapter.

402.83 Required Public Notice

Prior to a public hearing on a rezoning, published, posted and mailed notice is required in accordance with the procedures in Article 4, Notice of Hearings, of this Chapter.

402.84 Application Requirements

(a) Basic Application Requirements

An application for a rezoning to planned development district rezoning shall be submitted in accordance with Article 2, Common Development Application Elements, of this Chapter.

(b) Additional Application Requirements

In addition, the application for a planned development shall include a proposed PD zoning master plan for the property. The required elements of a PD zoning master plan shall be established by the Director. The application shall also include materials sufficient to demonstrate compliance with §**Error! Reference source not found.** Planned Development (PD) District.

402.85 Action upon Rezoning and Zoning Master Plan Approval

Prior to submitting a preliminary development plan for an approved PD or any phase of an approved PD, the applicant shall submit six copies of the approved zoning master plan to the Department for signatures from the Development Review Departments. The zoning master plan shall contain all changes and conditions approved by the Board of County Commissioners.

402.86 Implementation of Zoning Master Plan

(a) Development Plan Required

An approved PD zoning master plan, including individual phases of such plan, shall be implemented through the~~by~~ a development plan process~~, which shall be submitted~~ in accordance with Article 10, Development Plan Review, of this

Chapter. A copy of the approved PD zoning master plan, signed by the Development Review Departments, shall be submitted with each application for development plan approval. Any development plan approval shall be consistent with the approved PD zoning master plan.

(b) Progress Report

With each application for development plan approval, the developer of a planned development shall submit a progress report to the review body. At a minimum, the progress report shall include the following information listed below.

1. Updated ~~Master~~ Zoning Master Plan

An updated zoning master plan for the entire development indicating the status of approvals, phasing schedule, undeveloped areas and within developed areas, the number, size, type and locations of all structures and improvements that have been installed or constructed.

2. Subsequent Developers or Owners

The names of any subsequent developers and owners of any increments, phases or portions of the planned development.

3. Failure to File or Update Progress Report

If the required progress report is not up to date or is not filed, additional development approvals shall not be granted.

402.87 Covenants, Grants, and Easements

(a) As part of the approval for any development plan, the plan shall include the substance and exact language of covenants, grants, easements or other restrictions to be imposed on the use of the land, buildings and structures pursuant to this ULDC, including proposed easements for public and private utilities.

(b) Prior to final approval of the development plan, the language of all covenants, grants, easements or other restrictions, including any required homeowners' associations and deed restrictions, shall be approved by the County Attorney.

402.88 Other Restrictions

(a) Limit on Occupancy Permits

Occupancy permits exceeding 50 percent of the total number of approved dwelling units shall not be issued unless and until the homeowners' association and all applicable and agreed-upon covenants or deed restrictions have become operational or are imposed to the satisfaction of the County Attorney.

(b) Development Plan Approval Requisite for Permits

Permits shall not be issued for any phase of a planned development, nor shall any public facility or improvement be constructed therein, until a development plan and/or plat has been approved for the planned development or phase of such development.

402.89 Revision of Planned Development District~~Zoning Master Plan~~

(a) Changes Authorized by Condition or Zoning Master Plan

Specific changes to the location and distribution of uses within the development, if specifically authorized on the approved zoning master plan or authorized in an

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approved condition, shall not be considered a change to the planned development district~~zoning master plan~~.

~~(a)~~(b) **Minor Amendment to Planned Development District Approval**

An amendment to an existing planned development shall be considered minor where it will not cause an expansion to the existing use or additional impacts to surrounding properties, natural resources, or public infrastructure. A minor amendment to an existing planned development shall not require a Planning Commission public hearing and shall only require one public hearing with the Board of County Commissioners.

~~(b)~~(c) **Major Amendment to Planned Development District Approval**

Except as specified herein, all changes to an approved zoning master plan not determined to be a minor amendment shall be deemed a major amendment that requires a public hearing with the Planning Commission and approval by the Board of County Commissioners. Any proposed amendment to a condition imposed by the Board of County Commissioners or any proposed amendment that alters the character or purpose of the planned development district shall be deemed a major amendment.

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~~(c)~~(d) **Minor Changes** to Planned Development District Approval

When it can be determined that a proposed change would not affect the intent and purpose of the planned development the following may be deemed minor changes that may be approved by the Development Review Committee:

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1. setbacks on single lots or up to five percent of total lots;
2. slight shifts in building orientation;
3. slight shifts in phase lines;
4. reductions in number of units up to five percent provided the minimum density required by the Comprehensive Plan is still being met;
5. for lots located on the interior of the development, changes to lot sizes or dimensions;
6. where both single family lots and multi-family lots have been approved on the interior portion of a PD, these units types may be exchangeable provided the overall gross residential density is maintained;
7. for planned developments approved prior to May 2, 2005, the DRC may grant the use of accessory dwelling units consistent with the Comprehensive Plan, on residential lots;
8. creation of active recreation in common open space areas, not to include natural areas;
9. slight changes in alignment, location, direction or length of an interior street as a result of site engineering;
10. an increase in the number of exterior access points or the relocation of exterior access points where it can be shown that such a change furthers the intent of the Comprehensive Plan to provide for interconnectivity between developments;
11. additions of bicycle or pedestrian connections; or
12. time table extensions of one year or less for a specific phase of development.

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~~(d) Proposed Amendments of Conditions or Certain Other Amendments~~

~~Any proposed amendment to a condition imposed by the Board of County Commissioners or any proposed amendment that alters the character or purpose of the planned development district shall be deemed a major amendment.~~

(e) Approved Zoning Master Plan Revisions

Upon approval of any revisions, an applicant shall make the approved revisions to the zoning master plan and accompanying documentation and submit six copies to the Department to obtain signatures of the Development Review Departments within 30 days of the approval date.

402.90 Control of Planned Development Districts

(a) Control Following Completion

After completion of all construction and improvements associated with a planned development district, the use of the land, including any modification or alteration of any buildings or structures within the planned development district shall continue to be regulated in accordance with the approved zoning master plan, except as otherwise provided herein.

(b) Minor Modifications to Buildings or Structures

Minor extensions, alterations or modification of existing non-residential or mixed use buildings or structures may be permitted after review and approval by the Development Review Committee provided they are substantially consistent with the purposes of the development plan, and are not deemed a major change as provided in §402.89.

402.91 Reinstatement of Previously Approved Planned Developments

(a) The DRC has the authority to consider the following Planned Developments (PD) or Planned Unit Developments (PUD) for reinstatement:

1. Planned Developments with a previously approved phasing schedule or previously approved time frame that has been exceeded by at least one (1) year.
2. Planned Developments without a previously approved phasing schedule or time frame and that has not had any permitted development activity nor had a development plan approved within 18 months of the submittal date.

(b) The DRC has the authority to approve, approve with conditions or deny a proposed development plan for Planned Developments meeting (a) above provided the DRC determines:

1. The PD or PUD in whole, part or phase is consistent with the Comprehensive Plan or
2. Any changes required to bring the PD into compliance with the Comprehensive Plan are determined to be a minor change under §402.89(d) above.

(c) Where the DRC finds the PD or PUD does not meet §402.91(b)2 above, an application shall be considered a major change and require approval by the Board of County Commissioners.

Article 15 Activity Centers

402.92 Activity Centers

Activity Centers provide for the concentration of mixtures of higher intensity and density land uses through designation of Activity Centers on the Future Land Use Map. Development within or changes to an existing activity center or the creation of new activity centers shall follow the procedures of this Article.

402.93 Activity Center Master Plan

(a) General

1. Activity~~All activity~~ centers ~~shall be~~ governed by a Master Plan, as described in this Article, and as allowed~~required~~ by Policy 2.1.10~~2~~ of the Future Land Use Element of the Comprehensive Plan shall be developed in accordance with that Plan.
2. The regulations contained herein are intended to provide a means of incorporating the general activity center development standards contained in the adopted Comprehensive Plan into Master Plans for all activity centers.
3. Master Plans shall ensure that development within activity centers is coordinated in such a way that promotes the creation of pedestrian-friendly compact centers that are economically viable, served by adequate public facilities, connected to a multi-modal transportation system and are integrated with surrounding and internal land uses.

(b) Intent of Master Plan Review

In addition to meeting the requirements of the Comprehensive Plan, the intent of Master Plan review is as follows:

1. To provide an initial review of proposed development and its basic development concepts prior to proceeding with phase-by-phase development plan and/or plat review within activity centers. It is intended that the level of information needed for Master Plan review will not require extensive site engineering, but will require basic analysis of existing site conditions and future planning considerations for the overall activity center, and
2. To provide a mechanism to facilitate the provision of shared infrastructure within activity centers, including but not limited to, multi-modal transportation facilities, stormwater facilities, open space, and civic space.

(c) Standards for Approval of Master Plans

1. Master Plans shall be consistent with all applicable policies of the Alachua County Comprehensive Plan.
2. Master Plans shall be consistent with Chapter 405, Article 2, Activity Center Development and Design Standards, of this ULDC.
3. Master Plans shall be consistent with all applicable general development standards of Chapter 402 of this ULDC.
4. All necessary public facilities (both on and off site), such as transportation, sanitation, water, sewer, stormwater, emergency services, education, recreation, and civic space shall be adequate to serve the proposed land uses in the Master Plan area.

(d) When Master Plan Review is Required

Proposals for individual new development or redevelopment within activity centers that meet or exceed any of the thresholds listed in Table 402.93.1 shall require review and adoption of an activity center Master Plan as a prerequisite for submittal of a development plan application. Development proposals that do not meet or exceed the thresholds may proceed using the activity center development plan option, as described in §402.93.

Table 402.93.1

Master Plan Thresholds

Development Type	Threshold
Residential	100 dwelling units
Commercial Retail or Office	50,000 sf of GFA*
Industrial	100,000 sf of GFA
All Development Types	New development on property that is 50% or more of the land area of any quadrant of an activity center.
All Development Types	New Development of Regional Impact application
All Development Types	Large Scale Future Land Use Map amendment application, including activity center boundary modification.
All Development Types	External trip generation is equal to or greater than 5,000 total vehicle trips on a weekday**

*GFA = gross floor area

** Trip generation will be determined using the latest edition of *Trip Generation* published by the Institute of Transportation Engineers

(e) Alternatives to Master Plan

Development plan applications on parcels within activity centers that meet or exceed the thresholds contained in Table 402.93.1 shall not require the review and adoption of a new Master Plan as a prerequisite for development plan approval if the proposed development meets any of the following conditions:

1. The development application demonstrates coordination with surrounding property owners to provide shared and centralized stormwater facilities, open space, civic space, parking, and multi-modal transportation facilities within the overall activity center. The development application is also consistent with all applicable sections of Chapter 405, Article 2, Activity Center

Development and Design Standards contained in this ULDC and the Urban Activity Center Policies of Section 2.0 of the Future Land Use Element of the adopted Comprehensive Plan.

2. The applicant demonstrates that:
   a. the specific existing activity center plan and policies of the Comprehensive Plan's Future Land Use Element contained in 2.5 Activity Center Plans, meets the full intent of an activity center Master Plan, as provided herein; and
   b. is consistent with all general activity center policies contained in the Comprehensive Plan's Future Land Use Element 2.0 Urban Activity Center Policies.
3. Retail establishments of 100,000 square feet Gross Floor Area (GFA) or more require adoption of Master Plan.

(f) Master Plan Elements

An activity center Master Plan shall provide for a specific plan of development for each activity center to implement the general activity center policies and existing activity center plans contained in the Comprehensive Plan's Future Land Use Element 2.0 Urban Activity Center Policies. Master Plans shall be adopted under the provisions of Article 8 of this Chapter, Unified Land Development Code Text Amendments, into this ULDC, and may be in the form of text regulations, maps, and/or illustrations. The Master Plan shall, at a minimum, address the following considerations:

1. Permitted land use types, including:
   a. A range of gross floor area and type of non-residential uses, and
   b. A range of the number and type of residential dwelling units.
2. General arrangement and location of permitted land use types.
3. Infrastructure planning, including identification of needs, means of financing, phasing, and opportunities for shared infrastructure for the Master Plan area.
4. General Development standards for the Master Plan area including arrangement of buildings and streets, setbacks, building heights, lot coverage, floor area ratio, and building design.
5. Estimate of the required parking for the proposed land use types, general location of parking areas, and opportunities for shared parking if applicable.
6. Landscaping and buffering standards.
7. General location, dimensions, and type of stormwater facilities that will serve all land uses within the Master Plan area. Opportunities for shared stormwater facilities shall be identified at the master plan stage.
8. General standards for signage within the Master Plan area.
9. General location, dimensions, and type of open space areas that will serve all land uses within the Master Plan area. This shall include any opportunities for shared open space if applicable.
10. General location, dimensions, and type of civic use areas that will serve all land uses within the Master Plan area. This shall include any opportunities for shared civic use areas if applicable.

11. Traffic circulation plan for the Master Plan area including automobile, transit, bicycle, and pedestrian circulation. The traffic circulation plan shall provide for multi-modal connections throughout the activity center and into surrounding areas. The traffic circulation plan shall also provide for proposed access points to the activity center from the surrounding road network.

(g) Minimum Land Area for Master Plans

An activity center Master Plan shall apply to at least one quadrant within the activity center, but should apply to the entire activity center, where feasible. For the purpose of this Article, a quadrant is the division of an Activity Center made by the intersection of the two major roadways within the Activity Center.

(h) Master Plan Participants

1. The Master Planning process shall be a collaborative effort between the County, property owners, and the public.
2. Activity Center Master Plans may be initiated by the County, a property owner, or group of property owners.

(i) Master Plan Application Requirements

An application for an Activity Center Master Plan shall include the following:

1. all of the requirements of Article 2, Common Development Application Elements, of this Chapter.
2. all of the requirements of Article 8, Unified Land Development Code Text Amendments, of this Chapter.
3. all of the items listed above in §402.93(f), Master Plan Elements.
4. **Multi-modal Transportation Impact Analysis**

   A multi-modal transportation analysis shall be prepared by a qualified traffic engineer. This analysis shall provide detailed information on the availability of facilities to accommodate multiple modes of transportation, including but not limited to, vehicle roadways, bicycle thoroughfares, pedestrian infrastructure, and transit service. For proposed retail establishments of 100,000 square feet GFA or more, the transportation study should include the effect the proposed retail establishment would have on average vehicle miles traveled.

5. **Infrastructure Plan**

   An infrastructure plan shall provide a general analysis of the infrastructure needs for the Master Plan area at buildout conditions, and a phasing and financing plan for any needed infrastructure improvements associated with development in the Master Plan area. Infrastructure shall include, but is not limited to multi-modal transportation facilities, stormwater management facilities, utilities, open space, and civic space. Mechanisms for implementing shared infrastructure shall be provided.

6. **Market Feasibility Analysis and Employment Study**

   a. A market feasibility analysis must demonstrate that the proposed land uses and development intensities for the activity center are economically feasible and needed in light of existing and future development of similar types as well as existing and future populations within the market area of

the activity center. The market area shall be delineated in the analysis. For retail establishments of 100,000 square feet GFA or more, adjoining market areas shall also be delineated, if applicable. At a minimum, all market feasibility studies shall take into account the following:

i. Current population of the market area of an activity center, future population of the market area of an activity center, the number of people the center is estimated to serve, existing residential development within the market area, and future residential development within the market area. All projections of future population and development shall be based on the Future Land Use Map in effect at the time.

ii. The market feasibility study shall also recognize the full development potential of the nearest activity centers and existing and planned commercial development within the market area.

iii. Where new commercial retail uses are proposed, the market feasibility study shall take into account: (i) the per capita retail expenditures within the market area and the percentage of retail sales revenue spent within the activity center, as a percentage of retail within the entire county; (ii) how the proposed retail establishment will affect the supply and demand for retail space within the market or service area; and (iii) the effect the retail establishment will have on existing retail operations within the market area.

b. An employment study shall be prepared documenting the need for the uses proposed including for retail establishments of 100,000 square feet GFA or more, through analysis of factors including employment rates, economic development needs, income levels and jobs-housing balance within the market area.

c. Data for the market feasibility analysis must be obtained from professionally accepted sources including, but not limited to, U.S. Census and related data, the Bureau of Economic and Business Research (BEBR) at the University of Florida, or the Traffic Analysis Zone (TAZ) population projections from the North Central Florida Regional Planning Council.

7. Fiscal impact study for all governmental jurisdictions within the market area including a projection of public revenues and costs resulting from the construction and operation of the proposed retail establishment.

(j) Processing of Applications

1. Notice to Property Owners

Prior to development of an activity center Master Plan, the applicant shall notify all property owners within the Activity Center in writing of the intent to develop a Master Plan for the area, and shall be encouraged to participate in the planning process.

2. **Pre-Application Conference**

Prior to the initiation of an activity center Master Plan, an applicant other than the County shall request and participate in a pre-application conference with the Department. At this conference, the Department will identify any specific issues that must be addressed during the planning process.

3. **Initiation of Master Plans**

a. Master Plans shall be initiated by resolution of the Board of County Commissioners.

b. Requests to initiate a Master Plan shall specify the following:

i. the area to be covered by the Master Plan.

ii. a list of all individual properties and current landowners within the Master Plan area.

iii. general description of the proposed planning process that will be used to develop the Master Plan.

iv. a scope of study that outlines the specific planning issues that will be addressed through the Master Planning process.

c. Upon receiving a request to initiate a Master Plan by resolution, the Board of County Commissioners shall take one of the following actions:

i. Approval,

ii. Approval with modifications, or

iii. Denial

4. **Neighborhood Workshop**

Upon approval of a request to initiate a Master Plan, an applicant, including the County, shall hold a neighborhood workshop prior to the submittal of an application for a Master Plan. The neighborhood workshop shall be conducted in accordance with Article 5, Neighborhood Workshops, of this Chapter. In addition, posted notice on the subject property shall be required.

5. **Submittal of Application**

After the Neighborhood Workshop has been conducted, an application for a Master Plan may be submitted to the Department. An application for a master plan may include text regulations, maps, and/or illustrations.

6. **Public Hearings**

An activity center Master Plan shall be adopted through public hearings, as amendments to this Land Development Code, in accordance with Article 8 of this Chapter, Unified Land Development Code Text Amendments.

(k) Relationship of a Master Plan to the Comprehensive Plan

The Comprehensive Plan may require map or text amendments in connection with the adoption of an activity center Master Plan, in order to permit the land uses and development types provided in the Master Plan. Such amendments shall be processed in accordance with Article 7 of this Chapter.

(l) Conflict with Underlying Zoning

Where the provisions of an adopted activity center Master Plan are in conflict with the provisions of the underlying zoning district, the provisions of any Master Plan adopted in accordance with this Article shall control.

402.94 Activity Center Development Plan Applications

(a) Generally

Any development plan applications within activity centers shall be submitted and processed in accordance with Article 10 of this Chapter, Development Plan Review, with the additional requirements provided in this Section.

(b) Development Plan Application Requirements

In addition to the general development plan application requirements set forth in Article 10 of this Chapter, applications for development plan approval within activity centers must also include the following:

1. Location and details of individual placemaking elements, including streetscape furniture, lighting fixtures, benches, civic art, walls, fences, signs, monuments, alternative pavement surfaces and other man-made features to be used in the landscape or development to enhance the pedestrian scale and activity of the development.
2. Evaluation of existing infrastructure and public facilities within the overall activity center. The evaluation must, at a minimum, identify the parking, stormwater, multi-modal transportation, open space, utilities, and civic space needs and requirements for the proposed development, and how such requirements shall be achieved. The application shall demonstrate that all potential opportunities for shared infrastructure within the activity center have been explored.
3. Demonstration of compliance with all applicable Urban Activity Center regulations contained in Article 2 of Chapter 405 of this ULDC.
4. If a Master Plan has been adopted for the activity center, the applicant shall be required to demonstrate compliance with the provisions of the adopted Master Plan

(c) Effect on Surrounding Parcels

A development plan in an activity center shall be binding only as it relates to the identified development parcel. Any reference to surrounding parcels on an activity center development plan or its supporting documents shall be for informational purposes only, and shall not constitute approval of any development on the surrounding parcels.

402.95 New Activity Centers and Changes to Activity Center Boundaries

(a) A Comprehensive Plan amendment is required in order to establish a new activity center or modify the boundaries of an existing activity center. Comprehensive Plan amendments for new activity centers or modifications to activity center boundaries will be processed in accordance with Article 7, Comprehensive Plan Amendments, of this Chapter.

(b) Establishment of new activity centers and modification to existing activity center boundaries shall require adoption of a new activity center Master Plan in accordance with this Article.

Article 16 Special Area Plans

402.96 Purpose

Special Area Plans are established as one mechanism to protect unique environmental, historic, or cultural resources within strategic ecosystems, significant habitat areas, listed species habitat areas, or to address specific needs and circumstances in other areas designated by the Board of County Commissioners in order to enhance livability, protect the character of a neighborhood, provide amenities, plan for traffic management, and facilitate joint planning with municipalities. Where a Special Area Plan is required, the process is designed to facilitate the collaborative planning of these areas in order to provide integrated protection of resources and to provide for shared infrastructure and common open space.

402.97 Applicability

The adoption of a Special Area Plan is required for:

(a) Strategic ecosystems, as identified within the KBN/Golder Associates report, "Alachua County Ecological Inventory Project" (1996), and mapped generally on the KBN/Golder Ecological Inventory Map adopted in the Future Land Use Element of the Comprehensive Plan; except as provided in Article 5, Strategic Ecosystems, of Chapter 406.

(b) Other areas specifically designated by the Board of County Commissioners as part of a community and neighborhood planning program effort to address specific needs and circumstances.

(c) Properties containing significant habitat areas or listed species habitat areas if required by Chapter 406, Article 3.

402.98 Special Area Planning Process

The process required for the development or expansion of a Special Area Plan may be initiated by the County, a property owner, or group of property owners within an individual strategic ecosystem, adjacent strategic ecosystems, or other areas designated for Special Area Planning. The Special Area Planning process consists of the following basic components:

(a) A scope of work that defines the geographic extent of the study and the level of detail of the planning effort;

(b) A Special Area Study that includes a public participation process, a scientific assessment of resources, analysis of infrastructure, and a land use analysis;

(c) A Special Area Plan that provides a specific land use and resource protection plan, including development guidelines, to direct the type, manner, and location of future activities, and to plan for infrastructure needs.

402.99 Pre-Application Conference

Prior to the initiation of the Special Area Planning process, an applicant shall request and participate in a pre-application conference with the Department. At this conference, the Department will identify specific issues that must be addressed during the process.

402.100 Scope of Work

Determining the scope of work is the first step in the special area planning process, and should be a collaborative effort between the County, property owners, and the public. The scope of work will be determined at a public hearing of the Board of County Commissioners.

(a) Notice to Stakeholders

All property owners within the strategic ecosystem(s) or other area for which a Special Area Plan is being developed, shall be notified in writing of the intent to develop a plan for the area at least 30 days prior to the public hearing and shall be encouraged to participate in the planning process.

(b) Specific Elements

The scope of work shall specify the following:

1. The geographic extent to be covered by the Special Area Plan. A Special Area Plan may be conducted for all or for portions of one or multiple adjacent strategic ecosystems, or for other areas of natural, cultural, community, or historic significance as specifically designated by the Board of County Commissioners. The defined area for study shall be sufficient to understand the nature of system values and function and relevant historic resources and infrastructure.
2. Basic information concerning all properties within and immediately abutting the strategic ecosystem(s) or other planning area, including the acreage, current uses and owners for each parcel.
3. The important ecological functions for the strategic ecosystem(s) or other planning area, based on available historical and digital map data, and other information sources.
4. The type, extent, and schedule for ground-truthing to be conducted, identifying opportunities for verification of results by the County and affected owners within the strategic ecosystem(s) or other planning area.
5. Description of relevant infrastructure, including transportation facilities.
6. Detailed description of the planning process, meeting the requirements of Article 3 of this Chapter, Preliminary Procedures for All Applications, that will be used to develop the Special Area Plan. This shall include the means of public participation, an outline for the Special Area Plan, and the format of the outcome to be provided in the Special Area Plan.
7. The specific planning issues that will be addressed through the Special Area Planning process and their relationship to county-wide comprehensive planning goals and/or the vision of the community or neighborhood.
8. The minimum qualifications of the environmental professionals that will be participating in the study.

(c) Review Process

The proposed scope for a Special Area Study and Plan shall be submitted to County staff for recommendation for resolution by the Board of County Commissioners. Upon receiving recommendations from County staff, the Board of County Commissioners shall take one of the following actions:

1. Approval;
2. Approval with modifications; or
3. Denial.

402.101 Special Area Study

After the scope of work is approved, the Special Area Study shall be conducted in accordance with the approved scope of work to create a ground-truthed resource assessment and an infrastructure and land use analysis that will provide the supporting data and analysis for the Special Area Plan. This process shall be a collaborative effort between the County, property owners, and the public, and shall involve the following steps.

(a) Stakeholders Workshop

All property owners within the area defined by the scope of the Special Area Study, as well as other registered stakeholders, shall be notified in writing of the intent to develop a plan for the area, and shall be encouraged to participate in the planning process. Prior to the submittal of an application for a Special Area Plan, an applicant, including the County, shall hold a stakeholders workshop. The workshop shall be conducted and documented in accordance with Article 5, Neighborhood Workshops, of this Chapter.

(b) Ground-Truthing of Site

Site-specific ground-truthing of natural resources shall be conducted to evaluate critical system functions and values in accordance with the requirements of the natural and historic resources assessment (see Chapter 406, §406.04). For Special Area Studies within strategic ecosystems, site-specific ground-truthing shall be conducted using the KBN/Golder report, background mapping and historical data, and other specific factors identified in Article 5 of Chapter 406, as a guide to develop a current scientific assessment of the systems involved. The location and extent of specific natural resources, as well as higher and lower valued portions of the strategic ecosystem(s), shall be delineated within the study area, and with respect to surrounding ecosystems. Those areas found not to contain strategic ecosystem resources shall be eligible for consideration for development as part of a development plan or Special Area Plan provided the ecological integrity of the strategic ecosystem as a whole will be sufficiently protected.

(c) Public Infrastructure and Services

The study shall identify potential access to public infrastructure and services, and issues and needs related to public infrastructure and services.

(d) Land Use Analysis

The study participants shall determine one or more scenarios for the future uses of land within the area of study and identify the most appropriate locations for various types of land use, including as applicable, agriculture or silviculture activities and conservation areas. Parcel ownership and management considerations shall be evaluated in order to develop a scenario that balances protection of the natural and historic resources with ownership interests and protection of private property rights.

402.102 Special Area Plan

Once completed, a Special Area Study shall form the basis for the submittal of a Special Area Plan. The Special Area Plan shall be in the form of text regulations, illustrations, and maps that are adopted into this Unified Land Development Code, and as necessary, adopted into the Comprehensive Plan. General development standards shall be consistent with the requirements of Chapters 406 and 407. The Special Area Plan shall, at a minimum, address the following considerations:

(a) Permitted land use types, including:
   1. A range of gross floor area and type of non-residential uses, and
   2. A range of the number and type of residential dwelling units.

(b) General arrangement and location of permitted land use types and their density or intensity.

(c) Infrastructure planning, including identification of needs, phasing, and opportunities for shared infrastructure.

(d) Landscaping and buffering standards.

(e) General location and type of stormwater facilities that will serve all land uses within the Special Area Plan.

(f) General location, dimensions, and type of open space areas that will serve all land uses within the Special Area Plan.

(g) Transportation circulation plan including automobile, transit, bicycle, and pedestrian circulation. The transportation circulation plan shall provide for proposed access points to the development from the surrounding road network.

(h) Description of protection methods and management strategies for conservation management areas, including conservation easements or management plans. Specific discussion of how important ecosystem values are maintained long-term.

(i) A set of specific resource standards shall be prepared consistent with the goals and policies of the Conservation and Open Space Element of the Comprehensive Plan. They shall be based upon information developed from the special area study and relate to all of a natural resources and processes of the strategic ecosystem or other relevant natural and community resources. These standards will ensure the continued functioning of natural processes by considering cumulative impact information generated from the study's impact assessments.

402.103 Adoption of Special Area Plans

A Special Area Plan shall be adopted through public hearings, as amendments to this ULDC, in accordance with Article 8, Unified Land Development Code Text Amendments, of this Chapter. The Comprehensive Plan may require map or text amendments in connection with the adoption of a Special Area Plan, in order to permit the land uses and development types. Such amendments shall be processed in accordance with Article 7, Comprehensive Plan Amendment, of this Chapter. Once adopted, the Special Area Plan will govern all subsequent development requests within its boundaries.

402.104 Implementation of Special Area Plans

Development plan applications within established Special Area Plans shall be submitted and processed in accordance with Article 10 of this Chapter, Development Plan Review. If a Special Area Plan has been adopted that applies to the parcels proposed for development, the applicant shall be required to demonstrate compliance with the adopted Special Area Plan.

Article 17 Special Exceptions

402.105 Applicability

All development applications for special exception approval shall comply with the requirements of this Article.

402.106 Definition of Special Exception

(a) Definition

For the purposes of this ULDC, a special exception is defined as a use that would not be appropriate generally or without restrictions in a zoning district, but which, if controlled as to number, area, location, appearance, character or relation to the surrounding neighborhood and uses, would not adversely affect the public health, safety, or welfare.

(b) Limits or Restrictions on Special Exceptions

A special exception use may be permitted in a zoning district when listed in the Use Table, Article 2 of Chapter 404, subject to special conditions, limits or restrictions to ensure that the use is consistent with the Comprehensive Plan, this ULDC, and other requirements of the Alachua County Code.

(c) Exemption

Upon approval of a Special Exception by the Board of County Commissioners, the applicant may submit a development plan to the DRC for preliminary and final approval and is exempt from the requirements of Article 10, §402.44 requiring preliminary development plan approval by the Board of County Commissioners for those proposals meeting or exceeding the development thresholds.

402.107 Pre-application Conference

Prior to the submittal of an application for a special exception, the applicant shall request and participate in a pre-application conference with the Department.

402.108 Neighborhood Workshop

An applicant shall hold a neighborhood workshop prior to submittal of a special exception application in accordance with Article 5, Neighborhood Workshops, of this Chapter, except for minor amendments~~revisions~~ to existing special exceptions.

402.109 Application Requirements

An application for a special exception shall be submitted in accordance with Article 2, Common Development Application Elements, of this Chapter. Applications for Preliminary Development Plan approval may be processed concurrently with applications for Special Exceptions. Applications submitted concurrently may have additional requirements for submittal.

402.110 Public Notice Requirements

Prior to ~~a~~Mailed notice, ~~published notice and posted notice shall be required before the first~~ public hearing on ~~any application for~~ special exception, published, posted and mailed notice is required ~~or for revision of an existing special exception,~~ in accordance with the procedures ~~outlined~~ in Article 4,~~Article 4,~~ Notice of Hearings, of this Chapter. ~~Any subsequent public hearing shall require only published and posted notice.~~

402.111 Review by the Planning Commission

(a) Planning Commission Public Hearing

All development applications for special exception approval shall be considered by the Planning Commission at a public hearing, prior to a public hearing or action by the Board of County Commissioners.

(b) Consideration of Special Exception Applications

The Planning Commission shall consider a proposed special exception utilizing the criteria for approval listed in §402.113.

(c) Planning Commission Recommendation

A recommendation shall be prepared and forwarded to the Board of County Commissioners. The recommendation shall indicate if the proposed special exception should be approved, approved with conditions or denied.

402.112 Action by the Board of County Commissioners

(a) Public Hearing

Upon receipt of the recommendations from the Planning Commission, the Board of County Commissioners shall hold a public hearing to consider a proposed special exception.

(b) Action by the Board of County Commissioners

Following the public hearing, the Board of County Commissioners may take one of the following actions:

1. approve the special exception application;
2. approve the special exception application with conditions and limitations; or
3. deny the special exception application.

402.113 Criteria for Approval

The Board of County Commissioners shall, as part of a decision to approve an application for special exception, make a finding that an application complies with both the general criteria and the review factors listed below.

(a) the proposed use is consistent with the Comprehensive Plan and ULDC;

(b) the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;

(c) the proposed use shall not adversely affect the health, safety, and welfare of the public; and

(d) satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

1. ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;
2. off-street parking and loading areas where required, with particular attention to item 1 above;
3. the noise, glare or odor effects of the special exception on surrounding properties;
4. refuse and service areas, with particular reference to location, screening and items 1 and 2;
5. utilities, with reference to location and availability;
6. screening and buffering with reference to type, dimensions and character;
7. signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
8. required yards and other open space;
9. general compatibility with surrounding properties; and
10. any special requirements set forth in this ULDC for the particular use involved.

402.114 Conditions and Safeguards

In granting any special exception, the Board of County Commissioners may prescribe appropriate conditions and safeguards in order to protect public health, safety, and welfare, in conformity with this ULDC. Failure to comply with the conditions adopted as part of a special exception shall constitute a violation punishable by the penalties and remedies outlined in Chapter 409 of this ULDC.

402.115 Minor and Major Amendments to Existing Special Exceptions

(a) Minor Amendments

An amendment to an existing special exception shall be considered minor where it will not cause an expansion to the existing use, or additional impacts to surrounding properties, natural resources, or public infrastructure. A minor amendment to an existing special exception shall not require a Planning Commission public hearing and shall only require one public hearing with the Board of County Commissioners with notice as provided in Article 4 of this Chapter.

(b) Major Amendments

A major amendment to an existing special exception is any change that is not deemed to be a minor amendment in accordance with subsection (a) above.

~~(c) Review of Minor and Major Amendments~~

~~1. Minor Amendments~~

~~A minor amendment to an existing special exception shall not require a Planning Commission public hearing and shall only require one public hearing with the Board of County Commissioners.~~

~~2. Major Amendments~~

A major amendment to an existing special exception shall be reviewed in public hearings of the Planning Commission and the Board of County Commissioners with

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notice as provided in Article 4 of this Chapter.~~in the same manner as a new application.~~

402.115.5 Voluntary Termination

A property owner or the Board of County Commissioners may initiate the following process to terminate a Special Exception.

(a) Initiated by Property Owner

A property owner may request that the Board of County Commissioners terminate a Special Exception that applies to their property. The request shall be submitted in writing to the Department of Growth Management and shall be accompanied by a fee sufficient to cover the cost of advertising, as required herein. The Department shall schedule the item for a public hearing by the Board of County Commissioners and provide mailed notification in accordance with Section 402.14 of this ULDC. The Department shall provide published notice in accordance with Section 402.15 of this ULDC. The Board of County Commissioners may either approve or deny the request for termination.

(b) Initiated by County

The Board of County Commissioners may initiate an application to terminate a Special Exception. If the Board chooses to initiate such request, the Department of Growth Management shall be responsible for processing the request. The Department shall provide mailed notification of the request to the property owner by certified mail no later than 60 days prior to the scheduled public hearing. Property owners surrounding the site shall be notified consistent with Section 402.14 of this ULDC. The property owner may submit to the Department, within 15 days of receiving notification, justification for not terminating the Special Exception. The Department shall provide published notice in accordance with Section 402.15 of this ULDC.

402.116 -Administrative Time Extensions

The Director may grant a one time extension, for a maximum of 90 days, if a complete and sufficient application for development plan review, in accordance with Article 3, Preliminary Procedures for all Applications, of this Chapter, has been submitted to the Development Review Committee a minimum of 60 days prior to the expiration of the time limit.

Article 18 Special Use Permits

402.117 Applicability

All development applications for a special use permit approval shall comply with the requirements of this Article.

402.118 Pre-application Conference

Prior to the submittal of an application for a special use permit, the applicant shall request and participate in a pre-application conference with the Department.

402.119 Neighborhood Workshop

An applicant shall hold a neighborhood workshop prior to submittal of a special use permit application in accordance with Article 5, Neighborhood Workshops, of this Chapter, except for minor amendments to existing special use permits..

402.120 Application Requirements

An application for a special use permit shall be submitted in accordance with Article 2, Common Development Application Elements, of this Chapter. Applications for Preliminary Development Plan approval may be processed concurrently with applications for Special Use Permit. Applications submitted concurrently may have additional requirements for submittal.

402.121 Public Notice Requirements

Mailed notice, published notice and posted notice shall be required for any application for a special use permit in accordance with the procedures in Article 4, Notice of Hearings, of this Chapter.

402.122 Review by the Planning Commission

(a) Planning Commission Public Hearing

All development applications for special use permits shall be considered by the Planning Commission at a public hearing, prior to a public hearing or action by the Board of County Commissioners.

(b) Consideration of Special Use Permit Applications

The Planning Commission shall consider a proposed special use permit utilizing the criteria for approval listed in §402.114.

(c) Planning Commission Recommendation

A recommendation shall be prepared and forwarded to the Board of County Commissioners. The recommendation shall indicate if the proposed special use permit should be approved, approved with conditions or denied.

402.123 Action by the Board of County Commissioners

(a) Public Hearing

Upon receipt of the recommendation from the Planning Commission, the Board of County Commissioners shall hold a public hearing to consider a proposed special use permit.

(b) Action by the Board of County Commissioners

Following the public hearing, the Board of County Commissioners may take one of the following actions:

1. approve the special use permit application;

2. approve the special use permit application with conditions and limitations; or
3. deny the special use permit application.

(c) Development Plan Approval Exemption

Upon approval of a Special Use Permit by the Board of County Commissioners, the applicant may submit a development plan to the DRC for preliminary and final approval and is exempt from the requirements of Article 10, §402.44 requiring preliminary development plan approval by the Board of County Commissioners for those proposals meeting or exceeding the development thresholds.

402.124 Criteria for Approval

The Board of County Commissioners shall, as part of a decision to approve an application for a special use permit, make a finding that an application complies with both the general criteria and the review factors listed below:

(a) the proposed use is consistent with the Comprehensive Plan and ULDC;

(b) the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;

(c) the proposed use shall not adversely affect the health, safety, and welfare of the public; and

(d) satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

1. ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;
2. off-street parking and loading areas where required, with particular attention to item 1 above;
3. the noise, glare or odor effects of the special use permit~~exception~~ on surrounding properties;
4. refuse and service areas, with particular reference to location, screening and items 1 and 2 above;
5. Utilities, with reference to location and availability;
6. Screening and buffering with reference to type, dimensions and character;
7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
8. Required yards and other open space;
9. General compatibility with surrounding properties; and
10. Any special requirements set forth in this ULDC for the particular use involved.

402.125 Conditions and Safeguards

In granting any special use permit, the Board of County Commissioners may prescribe appropriate conditions and safeguards in order to protect public health, safety, and welfare, in conformity with this ULDC. Failure to comply with the conditions adopted as part of a special use permit shall constitute a violation punishable by the penalties and remedies outlined in Chapter 409 of this ULDC.

402.126 Minor and Major Amendments to Existing Special Use Permits

(a) Minor Amendments

An amendment to an existing special use permit shall be considered minor where it will not cause an expansion to the existing use, or additional impacts to surrounding properties, natural resources, or public infrastructure.

~~(b)(a) Major Amendments~~

~~A major amendment to an existing special use permit is any change that is not deemed to be a minor amendment in accordance with subsection (a) above.~~

~~(c) Review of Minor and Major Amendments~~

~~1. Minor Amendments~~

A minor amendment to an existing special use permit shall not require a Planning Commission public hearing and shall only require one public hearing with the Board of County Commissioners with notice as provided in Article 4 of this Chapter.

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~~2. Major Amendments~~

(b) Major Amendments

A major amendment to an existing special use permit is any change that is not deemed to be a minor amendment in accordance with subsection (a) above. A major amendment to an existing special use permit shall be reviewed in public hearings of the Planning Commission and the Board of County Commissioners in the same manner as a new application with notice as provided in this Chapter.

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402.127 Administrative Time Extensions

The Director may grant a one time extension, for a maximum of 90 days, if a complete and sufficient application, in accordance with Article 3, Preliminary Procedures for all Applications, of this Chapter, has been submitted a minimum of 60 days prior to the expiration of the time limit.

Article 19 Traditional Neighborhood and Transit Oriented Development Applications

402.128 Applicability

(a) Development

The requirements of this Section shall apply to all development applications for approval of Traditional Neighborhood Development [TND] or Transit Oriented Development [TOD], as established in the Comprehensive Plan and this ULDC.

402.129 RESERVED

402.130 Development Review of TND and TOD Applications

(a) Pre-Application Conference

Prior to the submittal of an application for a TND or TOD, the applicant shall request a pre-application conference with the Department.

(b) Procedures for Review

An application for approval of a TND or a TOD shall be reviewed as a development plan as set forth in Article 10. The reviewing body may approve a preliminary development plan with a phasing schedule for TNDs or TODs allowing for implementation over a time period up to 10 years. TODs may establish a longer phasing schedule as agreed upon between the County and the Developer as part of a binding development agreement.

(c) Preliminary Development Plan

An application for Preliminary Development Plan review for a TND or TOD shall be submitted in accordance with Chapter 402, Article 10, Development Plan Review, of this chapter. As part of the preliminary development plan submittal, a Master Plan shall be submitted for the entire development that includes the following:

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1. Conceptual location of the Village Center, Transit Supportive Area and Residential areas;
2. Detailed phasing schedule, including timing and location of proposed development and infrastructure, in accordance with (d) below;
3. Conceptual block pattern for the development, including locations for future connections to adjacent properties~~, and~~;
4. Location of multi-use paths with interconnections to adjacent paths;
5. Conceptual street types and typical section details for all roadways within the TND/TOD as they relate to Table 407.141.1 of this ULDC, and;
6. The maintenance entity for all proposed roads within the TND/TOD shall be identified.

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(d) Phasing

1. TNDs and TODs with:
   a. Less than 250 dwelling units or 150,000 square feet of non-residential use may be approved with one phase.
   b. Between 250 and 500 dwelling units or 150,000 and 300,000 square feet of non-residential use shall be approved with two phases.

c. Between 501 and 3,000 dwelling units or 300,001 and 1,500,000 square feet of non-residential uses shall be approved with three phases.

d. Projects with greater than 3,000 dwelling units or 1,500,000 square feet of non-residential use shall be approved with four phases.

2. Each TND or TOD, approved with multiple phases, shall provide for phasing of development in phases that include no less than 20% and no more than 60% of the total residential and non-residential uses proposed for the entire development. The percentage of residential and non-residential shall be the same within each phase.

3. Each phase of a TND or TOD shall include a mix of residential and non-residential uses proportional to the total amount of residential and non-residential uses in the whole development.

4. Within each phase of development, Final Development Plans may be approved for portions of a phase. For the first phase of development, the difference between dwelling units and nonresidential square footage may not be greater than 75% of the approved development within the phase. For single phase developments and the additional phases of multi-phased developments, the difference between dwelling units and non-residential square footage may not be greater than 50% of the approved development within the phase. The percentages shall be based on final development plan approval within each phase. (For example, a development with 100 dwelling units and 10,000 square feet of non-residential uses in phase 1 may only receive final development plan approval for all 100 dwelling units once final development plans have been approved for at least 2,500 square feet of non-residential uses.)

5. For multi-phase developments, the difference between dwelling units and non-residential square footage for the total approved development may not be greater than the following percentages in order to receive development plan approval in a subsequent phase:

   a. 30% to proceed to Phase 2

   b. 15% to proceed to Phase 3

   c. 5% to proceed to Phase 4

(e) Developer Agreement

Prior to approval of any Final Development Plan, the developer shall enter into a developer's agreement with Alachua County to provide for any required transportation funding. If no funding is required, no developer's agreement will be required.

(f) Minor Changes to Preliminary Development Plans

Where the Preliminary Development Plan for a TND or TOD has been approved by the Board of County Commissioners, the Development Review Committee may approve the following Minor Changes.

1. Reductions in number of units up to five percent provided the minimum density required by the Comprehensive Plan is still being met.

2. Reductions in the amount of non-residential square footage up to five percent provided the requirements of the Comprehensive Plan are still being met.

3. Slight changes in alignment, location, direction or length of an interior street as a result of site engineering.
4. Slight shifts in phase lines that do not affect the amount of development allowed within a phase.
5. An increase in the number of exterior access points or the relocation of exterior access points where it can be shown that such a change furthers the intent of the Comprehensive Plan to provide for interconnectivity between developments.

(g) Final Development Plan

1. Final Development Plans shall be submitted for each phase or unit of development consistent with the timeframes established in the phasing schedule.
2. Each Final Development Plan shall demonstrate consistency with the approved Preliminary Development Plan and shall include sufficient infrastructure to be consistent with applicable elements of the ULDC.

(h) Public Notice

Public notice of the review of development applications submitted in accordance with this Section shall comply with the requirements of Article 4, Notice of Hearings, of this Chapter.

(i) Neighborhood Workshops

Prior to the submittal of a TND or TOD for preliminary development plan review, an applicant shall hold an advertised neighborhood workshop in accordance with Article 5, Neighborhood Workshops, of this Chapter.

Article 20 RESERVED ~~Development inside the Urban Cluster but outside the Urban Services Line~~

~~402.131~~ RESERVED

~~402.132~~ RESERVED

~~402.133~~ RESERVED

~~402.134~~ RESERVED

~~402.135~~ RESERVED

~~**402.131 Applicability**~~

~~Any request for development in areas designated for Urban Residential uses within the urban cluster outside the Urban Services Line established in the Comprehensive Plan shall comply with the requirements of this Article.~~

~~**402.132 Neighborhood Workshop**~~

~~Prior to the submittal of an application for a proposed development outside the Urban Services Line, an applicant shall hold an advertised neighborhood workshop in accordance with Article 5, Neighborhood Workshops, of this Chapter.~~

~~**402.133 Criteria for Approval**~~

~~Any preliminary development plan proposed in areas designated for urban residential uses within the Urban Cluster but outside the Urban Services Line may be approved only if it can be demonstrated that the proposed development meets the following requirements, per Policy 7.1.3.B.a in the Future Land Use Element:~~

- ~~(a) Documented commitment by both the applicant and the provider of centralized potable water and sanitary sewer facilities to connect the proposed development to potable water and sanitary sewer facilities;~~
- ~~(b) Adequacy of the local road network to serve the development as demonstrated through a transportation impact analysis on the arterial and collector roads. Such analysis shall be consistent with Chapter 407, Article 12, Concurrency Management and shall include:~~
  - ~~1. the relationship to existing road network and impacts to Level of Service;~~
  - ~~2. an overall plan for the proposed project site and surrounding area; and~~
  - ~~3. an interconnected local road, bicycle, and pedestrian network.~~
- ~~(c) Existing transit within ¼ mile of the development or a planned transit line which is funded and assured to be operational in time to serve the first phase of the development.~~
- ~~(d) Availability of Neighborhood and Community recreation within effective service areas.~~
- ~~(e) Adequacy of public protection facilities, such as law enforcement, fire services and emergency medical services.~~
- ~~(f) Adequacy of public schools to serve the development per the Alachua County School Board's School Zones.~~
- ~~(g) A management plan has been approved in accordance with Chapter 406, Article 20, Management Plans, for conservation management areas within the proposed~~

project site, including site planning techniques to preserve environmentally sensitive areas.

402.134 Criteria for Development Review Committee Approval

The DRC has the authority to review and approve, approve with conditions or deny a development proposal located outside the Urban Services line and inside the Urban Cluster if the proposed development meets the requirements of §402.133 above and:

(a) is included in a development plan with interconnected roads linking the development with property within the Urban Services Line for which Planned Development zoning approval has been granted by the Board of County Commissioners; or

(b) is included in a proposal where preliminary development plan review was granted by the Development Review Committee prior to May 2, 2005.

402.135 Additional Criteria for Review by Board of County Commissioners

New development proposals that do not meet the criteria in §402.134, above shall be considered by the Board of County Commissioners as part of a Planned Development application. Approval may be granted after meeting the requirements of §402.133, with additional consideration given to the following factors:

(a) Enhancement of local jobs housing mix, including proximity to or inclusion of employment opportunities.

(b) Inclusion of a mixed use village center.

(c) Provision of affordable housing.

(d) Purchase of development rights from designated sending areas through the County's Transfer of Development Rights program.

(e) Fiscal impacts to the public of providing services to the proposed development.

Article 21 Water or Sewer Extension outside the Urban Cluster Line

402.136 Applicability

Any request for extension of potable water or central sewer service outside the Urban Cluster Line established in the Comprehensive Plan shall comply with the requirements of this Article.

402.137 Consistency with Comprehensive Plan

Any extension of water and sewer service shall be consistent with all applicable portions of the Comprehensive Plan.

402.138 Compliance with Other Criteria and Standards

An application for extension of water and sewer service shall comply with all applicable federal, state or county criteria, standards and requirements regarding the extension of water and sewer service.

402.139 Water or Sewer Extension Outside the Urban Cluster Line

(a) Action by Board of County Commissioners

Any request for extension of central sewer or potable water service outside the Urban Cluster Line shall be subject to approval by the Board of County Commissioners.

(b) Criteria and Standards for Approval

Approval of such extensions shall be based on one or more of the following findings:

1. absence of such facilities would result in a threat to public health, ~~or~~ safety or the environment; or
2. extension of such facilities is necessary to enhance the safe, effective, and efficient delivery of central potable water and sanitary sewer service within an existing urban service area; or
3. extension of such facilities would serve a purpose consistent with the Comprehensive Plan, such as the retention and expansion of existing business and industry or the attraction of new business and industry in accordance with the Economic Element, or the service of institutional or tourist/entertainment uses consistent with the Future Land Use Element; or

(c) Water or Sewer Extensions Requiring a Comprehensive Plan Amendment

A request for extension of central water and sewer service may be approved if the extension does not meet one of the criteria in §402.139(b) above, but only where the extension of such facilities is needed as part of an expansion of public services to encourage development in a new area. Such extensions require identification, scheduling, and designation of funding for capital improvements to other public facilities needed to extend urban services, which shall be incorporated into the five-year capital improvement program of the Alachua County Capital Improvement Element. These requests for extensions shall be considered amendments to the Future Land Use map by extending the Urban Cluster boundary and designation of appropriate land use designations within the new boundary. Review and approval of these Comprehensive Plan Amendments shall be based upon the following factors:

1. population growth rate;
2. maintenance of level of service standards for the potable water or sanitary sewer system; and
3. adequacy of existing and planned supporting infrastructure.

Article 22 Building Permits

402.140 General Provisions

(a) Consistency and Compliance

All building permits shall be consistent with and comply with the following:

1. the Comprehensive Plan;
2. this ULDC;
3. all applicable provisions of the Florida Building Code, as may be amended; and
4. all other applicable federal, state and County laws, codes and requirements.

(b) Improvement of Property Prior to Issuance of a Building Permit

When a building permit is required, site work, site clearing, grading, improvement of property or construction of any type shall not be commenced prior to the issuance of the permit.

Article 23 Family Homestead Exceptions

402.141 Applicability

A Family Homestead Exception may be granted in accordance with the provisions of this Article on a parcel designated on the Comprehensive Plan's Future Land Use Map as Rural/Agriculture without meeting the density and intensity standards of the land use designation. A family homestead exception shall be used solely as a homestead by an immediate family member of the person who conveyed the property. Once a family homestead exception is granted by the Director or the Board of Adjustment, the division of land may then occur in accordance with the requirements of Article 8, Subdivisions, of Chapter 407 of this ULDC.

402.142 Application Requirements

(a) Application

An application for a family homestead exception approval shall be submitted in accordance with Article 3, Preliminary Procedures for all Applications, of this Chapter.

(b) Documentation

Documentation shall be provided, as listed below:

1. Legal Lot of Record

Documentation that the parcel for which a family homestead exception is requested is being created from a legal lot of record as defined in this ULDC. In addition, the legal lot of record shall not be a platted lot or a non-conforming lot or a lot previously created as part of a Subdivision with unpaved roads in the Rural Agricultural Area or created by variance through the Board of Adjustment or Board of County Commissioners, unless the variance was approved prior to October 2, 1991.

2. Location

Documentation that the parcel for which a Family Homestead Exception is requested is designated on the Comprehensive Plan's Future Land Use Map as Rural/Agriculture.

3. Immediate Family Member

a. Each application for family homestead exception shall be accompanied by personal identification and proof of relationship, to establish the required immediate family member status, of both the property owner and the immediate family member. The personal identification shall consist of original documents or notarized copies from public records. Such documents may include birth certificates, adoption records, marriage certificates, and other public records.

b. To qualify as an immediate family member, an individual who will use the property as a homestead must be one of the following: a grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the property owner.

4. Ownership

Proof of ownership verifying that:

a. The subject property, a portion of which is proposed for use as a homestead by an immediate family member, has been in fee simple ownership, by an immediate family member, for a minimum of five years.

b. The intended owner of the land (under a contract, will or other documented conveyance or estate) is an immediate family member of the person from whom the parcel is conveyed, devised, or transferred; and the person from whom the parcel is conveyed, devised or transferred has owned the property for a minimum of five years.

5. Affidavit of Homestead Exception Use

As part of the application for a family homestead exception, the immediate family member shall provide an affidavit stating that the family homestead lot is being created for use solely as a homestead by the immediate family member, that the family member shall occupy the residence for at least 5 years from the date a certificate of occupancy is issued for the residence, and acknowledging that the homestead shall not be transferable within that five year period unless a determination is made by the County that the criteria found in §402.143(d) for permitting such a transfer have been met.

(c) Jurisdiction for Family Homestead Exception Applications

1. The Director

The Director has the authority to approve, approve with conditions, or deny an application to create one or more family homestead exception lots from a parent parcel in accordance with the provisions of this Article provided all of the following requirements are met:

a. the residual parcel will be at least five acres in size for property designated Rural/Agriculture on the Future Land Use Map of Alachua County;

b. all lots have frontage on an existing publicly maintained road, provide joint driveway access to the public road or have obtained a variance through the Board of Adjustment allowing the lots to provide access to a private easement road with direct connection to a public road in accordance with the requirements of §401.11(a)3.

c. all parcels are consistent with all other requirements of this ULDC.

d. all parcels have buildable area outside the limits of any conservation areas including wetland and/or flood-prone areas and do not require access through these conservation areas.

2. Board of Adjustment

Where the residual parcel is less than 5 acres in size the Board of Adjustment shall have the authority to consider an application to create a family homestead exception lot in accordance with the provisions of this ULDC. All other requirements listed in §402.142(c)1 above shall be met.

(d) Development Standards

1. Minimum Property Size

The parent tract or parcel from which a Family Homestead Exception lot is being requested must be a minimum of 2 acres.

2. Minimum Family Homestead Exception Lot Size

The lot for which a family homestead exception is requested shall comply with the minimum lot area and dimensional requirements listed in Table 402.142.1 below.

Table 402.142.1

Minimum Lot and Setback Requirements

Standard	Minimum Dimensions
Principal Building	
Minimum Lot Area	1 Acre (43,560 square feet)
Minimum Lot Width at front building line[1]	110 feet
Minimum Lot Width at property line[2]	125 feet
Minimum Lot Dept	125 feet
Minimum Yard Dimensions	
Front, minimum	25 feet
Rear, minimum	30 feet
Interior side, minimum	12.5 feet
Street side, minimum	25 feet
Maximum Height	35 feet
Accessory Building	
Front, minimum	25 feet
Rear lot line setback, minimum	7.5 feet
Side lot line setback, interior, minimum (ft.)	12.5 feet
Side lot line setback, street, minimum (ft.)	25 feet

Note and Additional Standards

[1]The minimum lot width shall not apply when the lot fronts on a curved street or the curved portion of a cul-de-sac street, provided that all other lot and setback requirements are met.

[2] Lots fronting on public roads classified at collector or higher are required to have common access driveways approved by the Alachua County Public Works Department and have a minimum spacing of no less than 250 feet.

3. Compliance with Other Requirements

The residual parcel and all parcels for which a family homestead exception is requested shall comply with these and all other applicable Comprehensive Plan policies and federal, state, regional, and county regulations.

4. Compliance not a Basis for other Approvals

Demonstration of compliance with all the requirements for a family homestead exception shall not itself constitute a basis for the granting of a variance from any other applicable County regulation or requirement.

5. Limit on Number of Family Homestead Exceptions

Only one family homestead exception may be granted per immediate family member. Once a family homestead exception lot is created, that family homestead parcel from which the homestead exception lot was created shall not be further split or subdivided under the provisions of this Article.

402.143 Family Homestead Exception Certificate

(a) Issuance of Certificate

If the Board of Adjustment or the Director, per §402.142(c), finds that an application complies with all of the requirements for a family homestead, then a family homestead exception certificate shall be issued.

(b) Receiver of Certificate

The family homestead exception certificate shall be issued in the name of the immediate family member identifying by legal description the property to be utilized.

(c) Use of Certificate and Recording of Information

The recipient of a family homestead exception shall record in the real property record the Family Homestead Exception Certificate and the affidavit required in §402.142(b)5. For those lots that are not required to be platted or to obtain development plan approval from the Development Review Committee, a legal description of the lots created by the exception must also be recorded. Proof that the required documents have been recorded must be submitted with any application for a building permit on a family homestead lot prior to approval by the County.

(d) Transferability of Family Homestead

1. The family homestead shall not be transferable except as follows: To another individual meeting the definition of immediate family member in §402.142(b)3, subject to approval by the Director; or
2. To an individual not meeting the definition of immediate family member provided a residential structure has been constructed on the homestead lot and, due to circumstances beyond the control of the family member to whom the original certificate was issued such as divorce, death or job change resulting in unreasonable commuting distances, the family member is no longer able to occupy or retain ownership of the family homestead, subject to approval by the original reviewing body that approved the application.

Article 24 Temporary Placement Permits

402.144 Application

An application for a temporary placement permit (TPP) shall be submitted in accordance with Article 2, Common Development Application Elements, of this Chapter.

402.145 Temporary Placement of Manufactured or Mobile Homes

(a) Temporary Placement Permitted

A manufactured home or mobile home may be permitted on a limited basis by the issuance of a temporary placement permit (TPP) by the Department.

(b) Removal of Temporary Home

Unless otherwise provided in this Article, a manufactured home or a mobile home permitted by a TPP shall be removed from the site within 60 days after completion of the activity associated with the approved permit, or at the time of the expiration of the TPP, whichever is earlier.

402.146 Types of Temporary Placement Permits

A TPP may be granted as indicated below.

(a) Emergency Residence

1. Emergency Residence Permitted

A TPP for a manufactured home or mobile home may be issued for the purposes of providing emergency residence on a site where the existing living unit has become uninhabitable due to fire, structural damage, adverse weather damage or other acts of God, while the damaged living unit is being repaired or a replacement living unit is being constructed.

2. Restrictions

a. Effect of Common Ownership

A TPP for emergency residence shall not be renewed, reissued or reassigned for a home on the same parcel or on lands under common ownership with the parcel for which the permit was originally approved.

b. Maximum Period of Time

A TPP shall not be issued for a period of time in excess of two years.

(b) Construction Residence

1. Temporary Residence Permitted

A TPP for a manufactured home or mobile home may be issued for the purpose of providing a temporary construction residence for the owner of a site who is constructing or is acting as the contractor for the construction of a site built single-family dwelling or modular dwelling.

2. Restrictions

a. Residency in Permanent Dwelling Unit

The dwelling being constructed is intended to be the sole residence of the owner upon completion of the unit.

b. Building Permit Required

A TPP may be issued for a construction residence only after the issuance of a building permit for the construction of the conventionally built or modular single-family dwelling.

c. Validity of Temporary Placement Permit

A TPP shall remain in effect only as long as the building permit is valid.

d. Building Setbacks

The temporary construction residence shall comply with the setback requirements of the zoning district.

e. Effect of Common Ownership

A TPP shall not be renewed, reissued or reassigned for a home on the same parcel or on lands under common ownership with the parcel for which the building permit was originally approved.

(c) Construction and Sales and Leasing Office

1. Office, Sales and Leasing Permitted

A manufactured building~~home~~ meeting the requirements of the Florida Building Code may be utilized as a temporary construction office or a sales and leasing office on a construction site for which a building permit has been applied for. ~~issued. The location of such temporary office shall be shown on the approved development plan.~~

2. Location

The location of such temporary offices shall be shown on an approved development plan. The building must be permitted through the building permit process. Where a construction or sales or leasing office is not shown on an approved development plan, an office may be approved through the building permit process where the location of the office can be shown to not interfere with construction of the site or impact natural resource protections. Such location shall require the approval of the Department of Growth Management, Department of Public Works, and Environmental Protection Department.

~~2.~~3. ~~Restrictions~~

a. Single Family Dwelling

A TPP for an office of this nature shall not include a construction project which is limited to the building of only one single-family residential structure.

b. Use as a Living Quarters

A construction office shall not be used as a living unit.

c. Maximum Time Period

A TPP may be issued for a period not to exceed two years, and may be renewed by the Department as long as the project is under active construction, development and sales or leasing. The temporary unit shall be removed within 90 days after construction is completed.

d. Accessibility

Leasing and Sales Offices must provide for accessibility as required by the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines.

Article 25 Temporary Use Permits

402.147 Applicability

All temporary use permits shall comply with the standards of this Article. The issuance of a temporary use permit shall not be deemed to amend the Official Zoning Map or this ULDC.

402.148 Approval

Unless otherwise provided herein, the Director has the authority to approve a temporary use permit, including any conditions or restrictions placed on the proposed activities.

402.149 Location

A temporary use shall be located as provided below:

- **(a)** properties possessing a nonresidential zoning district; or
- **(b)** properties possessing an agricultural zoning district; or
- **(c)** properties within residential zoning districts or residential portions of planned developments that are considered as public or institutional uses, such as schools, places of worship, or public parks; or
- **(d)** properties in any zoning district where temporary filming or audio recording activities will be taking place in accordance with this Article.

402.150 Categories of Temporary Uses

A temporary use activity may include but is not limited to the following:

- **(a)** special events;
- **(b)** temporary sales;
- **(c)** seasonal sales; and
- **(d)** temporary filming or audio recording of still, live or motion picture productions for theatres, television entertainment, industrial use or internet content. Excluded from these permit requirements are any individuals filming or video taping for personal or family use only, employees of print or electronic news media when filming on-going news events, or students and faculty filming exclusively for educational purposes.

402.151 Duration of Permit

A temporary use permit for a special event or temporary sale shall not exceed 3 days. For seasonal sales or activities related to temporary filming or audio recording activities, a temporary use permit shall not exceed 45 days. Any request for a temporary use permit exceeding these time limits shall be approved at a public hearing of the Board of County Commissioners. Such a request shall not require a Planning Commission public hearing and shall only require one public hearing with the Board of County Commissioners.

402.152 Number of Permits per Year

Not more than two temporary use permits for seasonal sales or motion picture production shall be issued for the same property in any calendar year. Temporary use permits for special events or temporary sales shall be issued no more than once every 60 days for the same property, not to exceed six per calendar year.

402.153 Application and Review

An application for temporary use approval shall be submitted in accordance with the provisions of Article 2 and Article 3 of this Chapter. The following additional items shall be required with applications for temporary uses.

(a) Statement of Use and Activities

A general statement of use including purpose of event, types of proposed activities, duration of use, hours of operation, anticipated attendance, security, and other information that may be required by the Director. For temporary filming or audio recording activities involving the use of county facilities the statement of use must also include equipment to be used, type of film production, product or service involved, a summary of the film content, number of people employed for the project, and the dollar amount to be spent on the project in the County. For purposes of this Section, county facilities include any public street, sidewalk, place or building owned or controlled by or under the jurisdiction of the County, including but not limited to county parks and recreation facilities

(b) Development Plan

A general development plan for the temporary use, including property boundaries, access to the site, location of tents or other temporary structures, location of proposed activities, parking, signs, temporary lighting, utilities, generators and other mechanical equipment, and setbacks of all structures, equipment, and activities from adjacent properties.

(c) Sanitation and Public Health

Plans for sanitation and public health protection including temporary bathroom facilities, inspection of food facilities, drainage, and garbage and litter control, shall be approved by the Director and the Health Department, when applicable.

(d) Additional Requirements for Temporary Filming Involving Use of County Facilities

An application for temporary filming or audio recording activities involving the use of county facilities as defined in this Section shall include the following:

1. A statement in which the applicant agrees to assume all risk and be solely responsible for damage or injury to property or persons and hold harmless the county, its officers and employees from any and all claims, suits, losses, damages or injury; and
2. The applicant certifies that their employees, agents and film crew members shall abide by all conditions of the permit and all state and local laws, regulations and ordinances.

(e) Additional Information

Additional information and documentation as may be required by the Director, when applicable.

402.154 General Standards

Temporary uses shall comply with the standards listed below.

(a) Signage

Signage advertising a temporary use shall be limited to two signs, flags or banners located within the property for which the permit is issued. These shall not exceed 16 square feet of surface area, per sign, except that an applicant may choose to have only one sign that is larger, not to exceed 32 square feet of surface area. No additional signs, flags, or banners advertising the event or activity shall be permitted.

(b) Setbacks

Temporary uses do not involve the construction or alteration of any permanent structure. The minimum setbacks for the zoning district and for the existing use of the property where a temporary use occurs shall apply to the temporary use. These setbacks shall apply to all tents and other temporary structures, uses, activities or equipment related to the temporary use.

(c) Overnight Camping

No overnight camping shall be permitted as part of the temporary use permit unless approved by the Board of County Commissioners. A request for overnight camping shall not require a Planning Commission Public hearing and shall only require one public hearing with the Board of County Commissioners.

(d) Temporary Filming Involving Use of County Facilities

In addition to meeting the other requirements of this Article, the Director must make a finding that the proposed filming or audio recording activity will:

1. not unduly impede governmental business or public access;
2. not conflict with previously scheduled activities; and
3. will not imperil public safety.

402.155 Additional Standards

The Director may place additional conditions or restrictions on a temporary use permit, including but not limited to the following:

(a) hours of operation;
(b) traffic control and access;
(c) lighting; and
(d) noise control.

402.156 Surety and Insurance

(a) Surety

The Director may require the operator of a temporary use to post a cash surety, or other form of security, to provide funds to cleanup or otherwise mitigate a site following such use. The amount of the surety shall be determined by the Director.

(b) Insurance

The Director may require the operator of a temporary use to provide evidence of a general liability policy with the County named as an additional insured, at an amount determined by the County Manager. The Director may require proof of any additional insurance.

Article 26 Variances

402.157 Applicability

The Board of Adjustment may vary certain requirements of this ULDC, in harmony with the general purpose of these regulations, where special conditions applicable to the property in question would make the strict enforcement of the regulations impractical and result in a hardship in making reasonable use of the property.

402.158 Application Requirements

An application for a variance shall be submitted in accordance with Article 2, Common Development Application Elements, of this Chapter.

402.159 Public Notice Requirements

Mailed notice, published notice, and posted notice shall be required, according to the procedures in Article 4, Notice of Hearings, of this Chapter, before the first public hearing on any application for a variance. Any subsequent public hearing shall require only published and posted notice.

402.160 Burden of Proof

The applicant seeking the variance shall have the burden of presenting evidence demonstrating that the request complies with each of the criteria for approval established in §402.162.

402.161 Action by the Board of Adjustment

The Board of Adjustment shall hold a public hearing on the proposed variance and has the authority to approve, approve with conditions or deny the variance.

402.162 Criteria for Approval

When considering an application for a variance, the Board of Adjustment shall make a finding that the application complies or does not comply with each of the individual criteria of this Section.

(a) Public Interest

The granting of a variance shall not be contrary to the public interest.

(b) Special Conditions

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.
2. The special conditions and circumstances do not result from the actions of the applicant.

(c) Literal Interpretation

Literal interpretation of the provisions of regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ULDC and would work unnecessary and undue hardship on the applicant.

(d) Minimum Variance

The variance, if granted, is the minimum variance that shall make possible the reasonable use of the land, building or structure.

(e) Special Privilege Not Granted

The variance shall not confer on the applicant any special privilege that is denied by this ULDC to other lands, buildings or structures in the same zoning district.

(f) General Harmony

The variance shall be in harmony with the purpose of this ULDC and the Comprehensive Plan, and shall not be injurious to the neighborhood or otherwise detrimental to the public health, safety, or welfare.

402.163 Conditions and Safeguards

In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards, including, but not limited to, reasonable time limits within which the action for which the requested variance shall be begun or completed.

402.164 Power to Grant Variances

Provided the proposed variance is consistent with the Comprehensive Plan and all other Chapters of this ULDC, the Board of Adjustment shall have the authority to grant variances to the following:

(a) Chapter 403 Zoning Districts

Variances from the following requirements contained in any zoning district, except the Planned Development (PD) zoning district, may be granted by the Board of Adjustment:

1. the minimum yard/setback requirements, lot width or lot depth; and
2. the maximum height or building coverage.

(b) Chapter 407 General Development Standards, Section 407.01(a) Principal Building on Lot

In cases of personal hardship, such as care for an aged or infirm family member, a secondary living unit may be approved by the Board of Adjustment as follows:

1. In the agriculture zoning district the secondary living unit may be either a mobile home or manufactured home.
2. Mobile homes or manufactured homes may be permitted in R-1C as a secondary living unit
3. The property that contains a secondary living unit shall not be subdivided so as to create two lots.
4. Conditions may be placed on the secondary living unit to require its removal at the termination of the hardship or require recertification of need after a specified time frame. Additionally, design conditions may be placed on the
5. unit to functionally integrate it with the principal building.

(c) Chapter 407 General Development Standards, Section 407.07

A variance to the maximum height requirement for subdivision boundary fences may be approved by the Board of Adjustment in accordance with the following:

1. The applicant must demonstrate unique conditions exist on the property warranting the need for a higher fence.

(d) Chapter 407 General Development Standards, Section 407.73(f)1

A variance to the public road frontage requirement may be approved by the Board of Adjustment for the first split of a parent tract or for a Family Homestead Exception granted in accordance with the requirements of Article 23 of Chapter 402 in accordance with the following:

1. The applicant must provide proof of access to a county maintained public road;
2. The applicant must demonstrate sufficient hardship exists; and
3. The private road must provide for minimum width, stabilization, and maintenance requirements as determined by the Public Works Department for the purpose of providing service delivery, particularly emergency services delivery.

402.165 Time limit for commencing construction

Where the Board of Adjustment has granted an approval of a variance pursuant to the provisions of this ULDC, such approval, grant, or permit shall become null and void unless any of the following is completed within two years of the date the approval was granted except for 402.164(b):

(a) Application has been made for a building permit.

402.166 Limitations on Power to Grant Variances

(a) Use Variance Prohibited

The Board of Adjustment shall not grant a variance to permit a use that is not permitted under the terms of this ULDC in the zoning district in which the property affected by a variance is located, or any use expressly or by implication is prohibited by the terms of this ULDC.

(b) Variances to Conditions of Development Approvals

The Board of Adjustment shall not grant a variance to any condition of development approval that has been included within a development approval granted by the Board of County Commissioners or the Development Review Committee. An amendment to a condition of approval granted by the Board of County Commissioners or the Development Review Committee shall be approved only by that body.

(c) Use of Nonconforming Lands or Structures

The nonconforming use of neighboring lands, structures or buildings in the same zoning district, and the permitted use of lands, structures or buildings in any other district, shall not be deemed grounds for the granting of a variance.

Article 27 Vested Rights

402.167 Purpose

(a) It is the specific purpose of this Article to implement the provisions relative to vested rights in Policy 7.1.15 of the Future Land Use Element and to provide for administrative procedures to ensure that nothing in the Comprehensive Plan or new land development regulations adopted to implement the plan:

1. Limits or modifies the rights of any person to complete any development that has been authorized as a development of regional impact pursuant to F.S. ch. 380 or the rights of any person who has been issued a final development order and development has commenced and is continuing in good faith; or
2. Shall be construed as affecting validly existing vested rights that have been affirmatively demonstrated to meet the legal requirements of vested rights.

(b) However, it is also the express intent of Alachua County to fully apply the provisions of the Comprehensive Plan and land development regulations to development and property in the unincorporated areas of the County without violating legally vested rights.

402.168 Definitions

As used in this Article:

(a) Comprehensive Plan

The Alachua County Comprehensive Plan.

(b) Continuing in Good Faith

The final development order for a project has not expired, and no period of one year passes without the occurrence, on the land, of development activity which significantly moves the proposed development toward completion of construction. However, a one year lapse in development activity due to factors beyond the developer's control shall not constitute a failure to continue in good faith.

(c) Development Order

Any order granting a building permit, construction permit, rezoning, subdivision approval, special use permit, special exception, variance, or any other official action by Alachua County having the effect of permitting the development of land.

(d) Substantial Construction

All required permits necessary to continue the development have been obtained; permitted clearing and grading has been completed on a significant portion of the development subject to a single final development order; and the actual construction of buildings or water and sewer lines, streets, or the stormwater management system has been completed on a significant portion of the development or is progressing in a manner that significantly moves the entire development toward completion of construction.

402.169 Statutory Vested Rights

In accordance with policy 7.1.15(a) of the Future Land Use Element of the Alachua County Comprehensive Plan, notwithstanding that all or some part of a development is inconsistent with the comprehensive plan or a new provision of the land development regulations that has been

adopted to implement the comprehensive plan, certain development determined to meet the requirements of this Section shall be vested pursuant to Florida Statutes. Such development may be completed despite the inconsistency of the development with the Comprehensive Plan or ULDC adopted to implement the Comprehensive Plan. Nothing in this Section shall be construed to create rights that otherwise do not exist, including authorization of any action that would pose an imminent peril to health, safety, or welfare, and any development covered by statutory vested rights as defined in this Section shall continue to be subject in all other respects to all laws, ordinances, rules, and regulations other than those based on the Comprehensive Plan or ULDC to implement the Plan with which it would be inconsistent if not covered by statutory vested rights. In addition, the development shall continue to be subject to all terms, conditions, requirements and restrictions contained in the development order that was the basis for the statutory vesting, and any substantial change, whether or not it is determined to be a substantial deviation requiring further development of regional impact review pursuant to F.S. § 380.06(f)5, shall be required to be consistent with the Comprehensive Plan.

(a) Developments

1. Developments meeting the following requirements shall be deemed to have statutory vesting pursuant to this section:
   a. Developments of regional impact for which a development order has been approved pursuant to F.S. § 380.06 prior to the effective date of the Comprehensive Plan provision or implementing ULDC provision for which vesting is asserted, to the extent that the development is consistent with and authorized by the terms and conditions of the development of regional impact (DRI) development order and the DRI development order is valid and unexpired.
   b. Other developments, for which:
      i. A valid final development order in the form of a building permit, final development plan, subdivision plat, or final site plan, or phase thereof, or final development plan for a planned development or other development, or phase thereof, was issued as of the effective date of the Comprehensive Plan provision or implementing ULDC provision for which vesting is asserted;
      ii. The development order has not expired; and
      iii. Substantial construction in accordance with the development order has lawfully commenced within the time frames and expiration period specified in the development order, or within one year of issuance of the development order where no time frame or expiration is specified therein, and is continuing in good faith.
2. In all cases, where a final development order has been approved for only a phase of a larger proposed development, statutory vesting applies only to the phase or phases that have received final approval and for which construction has commenced in accordance with the criteria in this paragraph. Each statutory vesting determination also requires that all material requirements, conditions, limitations, and regulations of the development order have been met.

(b) Procedures for Implementation of Statutory Vested Rights

The procedures for implementation of statutory vested rights shall be as follows:

1. Any development that meets the requirements for statutory vested rights under paragraph (1) or (2) of subsection (a) of this Section shall not have a development order or permit to complete the development withheld on the grounds of inconsistency with the Comprehensive Plan or ULDC adopted to implement the Comprehensive Plan. The procedures for determination of whether such statutory vested rights apply are as follows:
   a. An applicant for such a development order or permit within a development the applicant believes is covered by statutory vested rights shall, submit to the Director of the Alachua County Department of Growth Management documentation demonstrating that the requirements for statutory vesting are met;
   b. If the Director verifies that the requirements for statutory vesting are met, then the development order or permit shall be issued consistent with the terms of this section. If the Director cannot verify that the requirements for statutory vesting under paragraph (1) or (2) of subsection (a) are met based on the documentation submitted, then the applicant shall be informed that the Director cannot confirm that statutory vested rights apply to the development and any development order or permit that is inconsistent with the ULDC or the Comprehensive Plan cannot be issued. The applicant shall also be informed that, if he or she disagrees with the Director's determination, the applicant may file an application for a statutory vested rights certificate in accordance with Section §402.169 of this Chapter.

402.170 Equitable Vested Rights

A person with a valid legal or equitable interest in land may request from Alachua County a determination of whether the person's right to complete a development on that land is vested pursuant to Policy 7.1.15(c) of the Future Land Use Element of the Comprehensive Plan, notwithstanding that all or some part of the development is inconsistent with a specified provision of the Comprehensive Plan or a new provision of ULDC that has been adopted to implement the Comprehensive Plan. It shall be the duty and responsibility of the person alleging equitable vested rights to demonstrate affirmatively the legal prerequisites of equitable vested rights based on the standards described in this Section. If the standards for equitable vested rights are determined to be met, then an equitable vested rights certificate shall be issued to confirm that the development may be completed despite the inconsistency of that development with the specified provision of Comprehensive Plan or ULDC adopted to implement the Comprehensive Plan. Nothing in this Section shall be construed to create rights that otherwise do not exist, including authorization of any action that would pose an imminent peril to the health and safety of the people of Alachua County, and any development for which an equitable vested rights certificate is issued shall continue to be subject in all other respects to laws, ordinances, rules, and regulations other than those covered by the equitable vesting certificate.

(a) In assessing whether the requirements for equitable vested rights have been met, the following factors and guidelines shall be considered:

1. Those factors identified in Florida case law addressing equitable estoppel or vested rights, including the essential elements that a person with sufficient legal or equitable interest in real property:
   a. Has relied in good faith;
   b. Upon some act or omission of the government; and
   c. Has made such a substantial change in position or incurred such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights to develop or continue to develop the property.
2. Statements made by county personnel without authority shall not support equitable vesting.
3. Omissions shall not support equitable vesting unless such omission was negligent or culpable and the county failed to act when it was under a legal duty to do so.
4. An act of the county upon which a person relied while such act was being contested in court or other hearing process shall not support equitable vesting.
5. Good faith reliance shall not include ignorance or unawareness of the law.
6. The following shall not be considered as a basis for equitable vested rights in and of themselves:
   a. expenditures for legal and other professional services that are not related to the design or construction of improvements;
   b. preexisting zoning contrary to the Comprehensive Plan;
   c. expenditures related to a rezoning action;
   d. taxes paid; and
   e. expenditures for initial acquisition of the land not made in good faith reliance upon the act or omission of the government that is the basis for equitable vested rights.
7. Failure to comply with the material time requirements or other terms of a development order or this Chapter shall be presumed to negate a claim that the owner acted in good faith upon some act or omission of the county or that the development has continued in good faith.
8. Expenditures or obligations shall be presumed not to have been made or incurred in good faith, unless rebutted by substantial competent evidence, if they were made or incurred:
   a. When a person misled the county; and
   b. When the act of the county on which a person is relying has been invalidated or has expired and the person knew or should have known of such invalidity or expiration.
9. Other factors that shall be considered include:
   a. Whether substantial construction in accordance with a valid final development order has occurred and is continuing in good faith; and

b. Whether the obligations and expenses incurred cannot be substantially utilized in a development that is consistent with the Comprehensive Plan or ULDC adopted to implement the Plan.

(b) Procedures for determination of equitable vested rights. The sole procedure for determining the existence of the equitable vested rights and obtaining an equitable vested rights certificate shall be as identified in §402.171.

402.171 Applications for Vested Rights Certificate

A person who believes he or she is entitled to a statutory vested rights certificate or an equitable vested rights certificate for a particular development may complete, execute and file an application for a vested rights certificate with the Director of the Department of Growth Management. The applicant shall simultaneously tender any application fees established by the Board for review of such applications.

(a) Application Filing Deadline

An application for determination of vested rights shall be filed within one year of the effective date of the Comprehensive Plan policies or ULDC for which vesting is asserted. As a further limitation, in the case of denial of a development order, or denial of a certificate of level of service compliance, when the denial is based on inconsistency with the Comprehensive Plan or the ULDC adopted to implement the plan, an application for determination of vested rights shall be filed within 21 days of the date of denial. The failure to file an application within the above time frames shall constitute an abandonment and waiver of any claim to statutory vested rights or equitable vested rights.

(b) Contents of Application

The application shall contain a sworn statement including information sufficient to enable a determination to be made whether the development is vested pursuant to either §402.169 or §402.170 of this Chapter. The applicant may submit any relevant supporting information, including development orders and permits, contracts, letters, appraisals, reports, inspection reports, or any other documents, dates and specific identification of development order or permit approvals, items or things upon which the application is based and a list of any development orders or permits denied on the grounds of inconsistency with the Comprehensive Plan or ULDC and the specific provision of the plan or regulation that was the basis for the denial. The Director may require the applicant to submit additional information to enable a determination to be made whether the development is vested. An incomplete or insufficient application shall be returned to the applicant for additional information. Until the proceedings to grant or deny the application are final (including the time during which judicial appeals are pending), the applicant shall have a continuing obligation to correct any statement or representation found to have been incorrect when made or which becomes incorrect by virtue of changed circumstances.

(c) Verification by and Continuing Obligation of Applicant

The applicant, or any agent or attorney for the applicant, shall verify the application in accordance with F.S. § 92.525(2), and sign a written declaration under penalty of perjury that he or she has read the application and relevant supporting information and that the facts stated in it are true to the best of his or her knowledge and belief. Until the proceedings to grant or deny the application are final (including the time

during which judicial appeals are pending), the applicant shall have a continuing obligation to correct any statement or representation found to have been incorrect when made or which becomes incorrect by virtue of changed circumstances.

(d) Report on Application

1. The Director or his or her designee shall review the application and any supporting or background information and shall consult with other county staff as he or she deems necessary or desirable including any county official who denied a development order or permit on the grounds of inconsistency with the Comprehensive Plan or ULDC to implement the plan, and the County Attorney, who shall provide counsel on issues of law. Within 45 days after receipt of a complete and sufficient application for a vested rights certificate, the Director shall either grant the certificate or transmit in writing to the applicant the reason or reasons for denial, including findings of fact and conclusions of law pertaining to the reason or reasons for denial. The certificate may be issued with conditions or limitations. The decision shall be mailed by U.S. mail, return receipt requested.
2. If the applicant is aggrieved by the action of the Director, he may notify the director in writing that he is appealing the Director's decision. The notification shall be delivered to the director no later than 30 days after the Director renders his or her decision on the application; otherwise, the applicant shall be deemed to have waived all rights to challenge the decision. (For purposes of this section, the term "renders" means the date of signature on the return receipt card accompanying the decision. However, in the event the certified mail is not accepted or is returned, the term "renders" means ten calendar days after the date the decision was signed by the Director.) The applicant shall also submit with the notification a list of the names and addresses of any witnesses whom the applicant shall present in support of the appeal and a summary of the testimony of each witness. Upon receipt by the Director of a timely notice of appeal, the appeal shall be assigned to a hearing officer, and a hearing on the appeal shall be held in accordance with the provisions of section 323.08 on a date no later than 90 days after receipt of the notice or at such other date as the hearing officer and parties may consent to. The Director shall file with the hearing officer the notice of appeal, information and a list of witnesses submitted by the applicant, any supporting or background information, and his or her written determination regarding the application. The applicant and the county shall equally share the cost of conducting the hearing, including the services of the hearing officer and legal stenographer.
3. Nothing in this Section or any other part of this Chapter prohibits the Director from reconsidering and reversing a denial of a statutory vested rights certificate or equitable vested rights certificate at any time prior to the start of the hearing before the hearing officer.

402.172 Vested Rights Certificate Binding on the Land

Any vested rights certificate issued pursuant to this Chapter shall inure to the benefit of and run with the land to which it applies, and is therefore transferable from owner to owner of the land subject to the certificate.

402.173 Limitation on Determination of Vested Rights

(a) A determination of vested rights which grants an application for determination of vested rights shall expire and be null and void unless substantial construction is commenced pursuant to a final development order, final subdivision plat, or final site development plan within two years after the date of issuance of the determination of vested rights or of the effective date of this section, whichever is later, and unless such substantial construction continues in good faith until project completion. Failure to obtain a building permit within two years after the issuance of the determination of vested rights under this Chapter shall render said vested rights to expire and become null and void.

(b) If an applicant has failed to satisfy the above criteria or the deadlines or requirements incorporated in the vested rights determination, then the applicant may apply to the Director for a determination that it has in fact continued to develop in good faith since the date of the vested rights determination. Such subsequent determination will be limited solely to a consideration of applicant's development activities and other matters occurring since the date of the vested rights determination, in order to ascertain whether the applicant has continued in good faith to develop since the date of the vested rights determination. That determination shall be governed by the procedures for an initial vested rights determination under this Chapter.

(c) All development granted a certificate of vested rights shall not substantially deviate from the terms and conditions upon which the certificate was granted, unless such a deviation is reviewed and approved by the Development Review Committee. Any deviation determined to be substantial by the Development Review Committee shall be subject to the concurrency requirements of the Comprehensive Plan, ULDC and approval by the Board of County Commissioners. Any substantial deviation constructed without prior county approval shall result in the forfeiture of the vested rights certificate and any vested rights claim.

402.174 Termination or Suspension of Vested Status

(a) Notwithstanding anything in this Chapter to the contrary, subject to the requirements of paragraph (b) of this section, a valid and unexpired equitable or statutory vested rights certificate may be suspended or revoked upon a showing by Alachua County of an imminent peril to the health and safety of the people of Alachua County which did not exist or was unknown at the time the certificate was issued or at the time of the development order or act of the government on which the claim for vesting is based. In addition, vested rights certificate may be suspended or revoked upon a showing by Alachua County that the certificate was issued based upon false, inaccurate, misleading or incomplete information.

(b) A valid and unexpired equitable or statutory vested rights certificate issued pursuant to this Chapter shall not be revoked prior to a hearing being held by the Board of County Commissioners. However, such certificate may be suspended prior to a hearing being held by the Board, provided the Board shall hold a hearing within 30 days after the suspension.

402.175 Savings Provision

If any part of this Article is held to be unconstitutional, it shall be construed to have the legislative intent to pass this Article without such unconstitutional part; and the remainder of this Article as to exclusion of such part shall be deemed and held to be valid as if such part had not been included herein.

Article 28 Appeal Procedures

402.176 Development Plan Appeals

(a) Petition Filing Deadline

Any person with legal standing who wishes to challenge a final decision on a development plan, including a denial of an application for preliminary development plan approval, shall file a written petition for hearing, along with the appropriate fee, with the Department within 21 days from the date of final decision. A person with notice of a final decision on a development plan who fails to file a written petition for hearing within 21 days waives the right to request a hearing on such matters.

(b) Contents of Petition

The petition shall include a sworn statement of the particular bases for the challenge, the specific Comprehensive Plan or ULDC provisions alleged to be applied in error, and the different result which would occur if the appropriate provisions were correctly applied.

(c) Referral to Hearing Officer

Upon receipt by the Director of a timely petition for hearing, the matter shall be promptly assigned to an administrative law judge from the Division of Administrative Hearings or to an independent hearing officer selected by the County who has been a member of the Florida Bar in good standing for the past five years. The Director shall file with the hearing officer the petition for hearing and the minutes of the meeting that the final decision on a development plan was made. The decision making body may reconsider its decision at any time prior to the start of the administrative hearing.

(d) Hearing Procedures

The hearing shall be conducted within 90 days of referral to the hearing officer, unless otherwise mutually agreed by the parties. Hearings shall be open to the public and shall be advertised in a newspaper of general circulation not less than 15 days prior to the date of the hearing. The hearing shall be a de novo proceeding (a new evidentiary hearing). Venue shall be in Alachua County. The applicant and the County shall equally share the cost of conducting the hearing, including the services of the hearing officer and court reporter. The following state administrative Uniform Rules of Procedure, with modifications noted below, are hereby incorporated by reference and shall govern the hearing: Rules 28-106.102 (Presiding Officer); 28-106.103 (Computation of Time); 28-106.104(1) through (6) (Filing; except that "agency clerk" shall refer to the applicable County Department); 28-106.105 (Appearances; except that parties may represent themselves without counsel and without meeting the requirements of a "qualified representative"); 28-106.109 (Notice to Interested Parties); 28-106.110 (Service of Papers); 28-106.204 (Motions); 28-106.204 (Intervention); 28-106.206 (Discovery); 28-106.208 (Notice of Hearing; except that the County shall prepare and serve the notice); 28-106.209 (Prehearing Conferences); 28-106.211 (Conduct of Proceedings); 28-106.212 (Subpoenas); and 28-106.213 (Evidence), Florida Administrative Code.

(e) Burden of Proof

A person challenging a final decision on a development plan shall have the burden of demonstrating that the decision is inconsistent with the Alachua County Comprehensive Plan or this ULDC, that the decision making body exceeded its authority, or that the decision is plainly erroneous or unreasonable. The decision making body's decision shall be entitled to a presumption of correctness.

(f) Final Order

Within the later of 45 days after the conclusion of the hearing or 45 days after the filing of the hearing transcript, if one is ordered, the hearing officer shall issue a written final order upholding or reversing the final decision on a development plan. The original of the hearing officer's written decision shall be filed with the Director and the clerk to the Board of County Commissioners, and copies shall be mailed to the applicant and other parties to the hearing.

(g) Judicial Review

Any person aggrieved by a decision of a hearing officer under this Chapter may challenge the decision in the circuit court for the eighth judicial circuit, but only if the person has legal standing. The County qualifies as a person with standing to appeal. If the aggrieved person decides to challenge the decision, he or she shall file a petition for writ of certiorari with the clerk of the circuit court not later than 30 days after the decision of the hearing officer is filed with the clerk to the Board of County Commissioners. The record before the circuit court shall consist of the complete record of the proceedings before the hearing officer. No person may apply to a court for relief from the development decision unless the person has first exhausted the remedies provided herein.

(h) Effect of Challenges and Appeals

The timely filing of a petition for administrative hearing or action or appeal in a court of law, challenging a final decision on a development plan, shall have the effect of staying the development approval, unless the applicant furnishes the County with a properly executed waiver of claims, release from liability and hold harmless instrument, in a form approved by the County Attorney, that protects the County from liability for the issuance of further development permits for the project while the legal challenge is pending. No construction, building, or other development permits that depend upon the development approval shall be issued, unless the aforementioned waiver is provided.

402.177 Development Revocation

(a) Initiation of Revocation, Modification or Suspension of Development Approval

Development approval, including but not limited to rezonings, plats, site plans, development plans, certificates of level of service compliance for concurrency requirements, vested rights determinations, and construction and building permits, may be revoked, modified, or suspended by the Board of County Commissioners, at a public hearing upon due public notice, when it has been demonstrated and found that the development approval was granted on the basis of a clear and material misrepresentation of fact by the applicant or on the basis of a clear and material error of law, or there has been clear and material noncompliance with the conditions for approval. A proposed action to revoke, modify, or suspend a

development approval may only be initiated by county staff. Upon discovery of such an erroneous development approval or noncompliance or deficiency of development activity with respect to the development approval, the county shall notify the owner, developer and other responsible parties, such as the engineer of record, the contractor or any known holders of any mortgages, by certified mail within five working days of discovery of the error or deficiency. The responsible parties shall bear all risks and responsibility for any work undertaken after notification of the error or deficiency. Upon determining that the error or deficiency poses an immediate threat to public health or safety, the director of the agency granting the development approval shall have the power to authorize or issue stop work orders. The responsible parties shall respond to the error or deficiency notice by certified mail within 15 working days with a proposal for corrective action to remedy the error or deficiency. The county shall evaluate and respond to the responsible parties within 10 working days with either an acceptance of the responsible parties' proposal or with an alternative recommendation for corrective action. If the responsible parties' recommendation is not accepted within ten working days, the responsible parties shall have an additional 15 working days to negotiate an acceptable resolution with the county. If resolution cannot be reached, the county may proceed with revocation, modification, or suspension procedures as outlined in this section. At least 15 days prior to the public hearing before the Board, notice shall be provided by certified mail to the applicant for the development approval, all owners of record of property within the portions of the development approval to be revoked, and to other property owners to the same extent as was required for the subject development approval setting forth specific allegations to support the proposed action.

(b) Petition Filing Deadline

Any person with legal standing who wishes to challenge an action by the Board to revoke, modify, or suspend a development approval shall file a written petition for hearing, along with the appropriate fee, with the Department within 21 days from the date the Board took action and announced its final decision. A person with notice of the Board's decision who fails to file a written petition for hearing within 21 days waives the right to request an administrative hearing on such matters.

(c) Contents of Petition

The petition shall include a sworn statement of the particular bases for the challenge, the specific Comprehensive Plan or ULDC provisions alleged to be applied in error, and the different result which would occur if the appropriate provisions were correctly applied.

(d) Referral to Hearing Officer

Upon receipt by the Director of a timely petition for hearing, the matter shall be promptly assigned to an administrative law judge from the Division of Administrative Hearings or to an independent hearing officer selected by the County who has been a member of the Florida Bar in good standing for the past five years. The Director shall file with the hearing officer the petition for hearing and the minutes of the Board meeting. The Board may reconsider its decision at any time prior to the start of the administrative hearing.

(e) Hearing Procedures

The hearing shall be governed by the procedures in §402.176(d), Development Plan Appeals, hereby incorporated by reference.

(f) Burden of Proof

A person challenging a decision of the Board to revoke, modify, or suspend a development approval shall have the burden of demonstrating that the decision is inconsistent with the Alachua County Comprehensive Plan or this ULDC, that the Board exceeded its authority, or that the decision is plainly erroneous or unreasonable. The Board's decision shall be entitled to a presumption of correctness.

(g) Final Order

Within the later of 45 days after the conclusion of the hearing or 45 days after the filing of the hearing transcript, if one is ordered, the hearing officer shall issue a written final order upholding or reversing the Board's decision. The original of the hearing officer's written decision shall be filed with the Director and the clerk to the Board of County Commissioners, and copies shall be mailed to the applicant and other parties to the hearing.

(h) Judicial Review

Appeals of the hearing officer's decision shall be governed by §402.176(g), Judicial Review on development plan appeals, hereby incorporated by reference.

402.178 Interpretation of the ULDC

(a) Petition Filing Deadline

Any person with legal standing who wishes to challenge an interpretation of the ULDC shall file a written petition for hearing, along with the appropriate fee, with the Department within 21 days from receipt of notice of the Director's interpretation. A person with notice of the Director's interpretation who fails to file a written petition for hearing within 21 days waives the right to request an administrative hearing on such matters.

(b) Contents of Petition

The petition shall include a sworn statement of the particular bases for the challenge, the specific Comprehensive Plan or ULDC provisions alleged to be applied in error, and the different result which would occur if the appropriate provisions were correctly applied.

(c) Referral to Hearing Officer

Upon receipt by the Director of a timely petition for hearing, the matter shall be promptly assigned to an administrative law judge from the Division of Administrative Hearings or to an independent hearing officer selected by the County who has been a member of the Florida Bar in good standing for the past five years. The Director shall file with the hearing officer the petition for hearing, request for interpretation, and the Director's written interpretation. The Director may reconsider his or her decision at any time prior to the start of the administrative hearing.

(d) Hearing Procedures

The hearing shall be governed by the procedures in §402.176(d) of this Article, hereby incorporated by reference.

(e) Burden of Proof

A person challenging an interpretation of the Director shall have the burden of demonstrating that the decision is inconsistent with the Alachua County Comprehensive Plan or this ULDC, that the Director exceeded his or her authority, or that the decision is plainly erroneous or unreasonable. The Director's interpretation, if reasonable, shall be afforded great deference and shall be entitled to a presumption of correctness.

(f) Final Order

Within the later of 45 days after the conclusion of the hearing or 45 days after the filing of the hearing transcript, if one is ordered, the hearing officer shall issue a written final order upholding or reversing the Director's interpretation. The original of the hearing officer's written decision shall be filed with the Director and the clerk to the Board of County Commissioners, and copies shall be mailed to the applicant and other parties to the hearing.

(g) Judicial Review

Appeals of the hearing officer's decision shall be governed by §402.176(g) of this Article, hereby incorporated by reference.

402.179 Other Development

Appeals of all other final development decisions shall be by petition for writ of certiorari filed in the Circuit Court for Alachua County within 30 days of the date of the final development decision.

Article 29 Transfer of Development Rights Program

402.180 Purpose

It is the purpose of this article to implement the provisions of Section 9.0 Transfer of Development Rights Program, in the Future Land Use Element, as a tool that will protect the County's environmental resources and promote viable agriculture while encouraging efficient use of services and infrastructure within the Urban Cluster.

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402.181 Applicability

Development rights may be sold or otherwise transferred in accordance with the provisions of this article to facilitate transfers of development rights from regulated conservation and viable agriculture areas (sending areas) to areas more suitable for development within the Urban Cluster (receiving areas). The County shall maintain a publicly accessible database of potential development rights for sale or transfer and completed transactions of transfers of development rights.

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402.182 Establishment of Sending and Receiving Areas

(a) Sending Areas

1. Agricultural Sending Areas shall be defined as any legally created parcel or combination of contiguous parcels that meet the following criteria:
   - a. property has an approved agricultural classification from the Alachua County Property Appraiser;
   - b. property is located outside the Urban Cluster; and
   - c. property is ≥160 acres.
     - i. An exception to the size threshold may be permitted where the property is contiguous to a designated sending area;
     - ii. An exception to the size threshold may be permitted where the property is determined by the County to be of exceptional agricultural value based on factors such as the following:
       - a. Current agricultural use of the property,
       - b. Economic value of the use;
       - c. Types of soils;
       - d. Local marketing of products;
       - e. Sustainable farming practices such as low-loss irrigation and organic certification;
     - iii. If an exception to the 160 acre size threshold is granted, any agricultural sending area parcel or combination of contiguous parcels must still be a minimum of 40 acres in size.

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2. Conservation Sending Areas shall be defined as any legally created parcel or combination of contiguous parcels that meet the following criteria:
   - a. property contains Strategic Ecosystems or is on the Alachua County Forever (ACF) active acquisition list; and
   - b. property is ≥160 acres.
     - i. An exception to the size threshold may be permitted where the property is contiguous to a designated sending area; or

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ii. An exception to the size threshold may be permitted where the property is contiguous to a 160 acre or larger property designated as a Strategic Ecosystem or on the Alachua County Forever active acquisition list.

iii. An exception to the size threshold may be permitted where the property is contiguous to an established Preservation area or an equivalent property designated on the Future Land Use Map of any adjacent jurisdiction or any other public park or preserve established for the purpose of preserving natural habitats.

iv. An exception to the size threshold may be permitted where the property is determined by the County to contain critical resources and ecological value based on ground-truthing of the property.

v. If an exception to the 160 size threshold is granted, any conservation sending area parcel or combination of contiguous parcels must still be a minimum of 40 acres in size.

(b) Receiving Areas

1. Any nonresidential development in the unincorporated area may become a receiving area through the purchase of development rights in order to reduce the amount of open space required on the development site, at a transfer rate of 10 development rights per acre of reduced open space. Mixed use areas shall use the same transfer rate proportionate to the amount of non-residential use in the development.

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2. Any proposed amendment to expand the Urban Cluster must include a commitment to purchase development rights at a rate of two development rights per unit of proposed increase in density for residential or a rate of 10 development rights purchased per acre of non-residential land uses created.

3. Additional receiving areas may be established within municipalities through interlocal agreements. These agreements shall address development right purchasing procedures including the required rate of transfer.

402.183 Calculating Development Rights and Residual Uses

(a) Calculation of Transferable Development Rights

1. Development rights available for transfer shall be equal to the lesser of the following, minus the residual units not to be included in the transfer:
   a. number of residential units otherwise allowed on the sending area property; or
   b. number of upland acres on the sending area property.

2. As an incentive to transfer development rights away from a sending property, a total of 2 development rights in addition to the number of rights granted through the calculations identified above are allowed, plus one additional right per every 10 acres of conservation area on site and one additional right per every 20 acres of non-conservation area on site.

(b) Residual Uses

1. Agriculture – Residential densities of up to one dwelling unit per 40 acres may be retained in the sending area and continuation of agricultural uses in

accordance with the most recent best management practices (BMPs) adopted by the State. When a portion of the property contains mapped conservation areas, Conservation Sending Area residual guidelines apply.

2. Conservation – Residential densities of up to one dwelling unit per 200 acres may be retained on the sending parcel where consistent with a Conservation Management Plan.
   a. Higher densities of up to one dwelling unit per 40 acres may be proposed where it can be demonstrated that there is no impact on resource protection and where consistent with a Conservation Area Management Plan to be developed consistent with ULDC Error! Reference source not found., Conservation Management Areas and Error! Reference source not found., Management Plans.
   b. The amount of density to be retained shall be based on what is necessary to protect the integrity of the ecological system and conservation resources.
   c. Continuation of agricultural uses is allowed in accordance with the most recent best management practices (BMPs) adopted by the State.
   d. Residual units shall be developed in a clustered pattern to protect the integrity of the environmental resources on and adjacent to the site. Alternative design patterns may be considered if it can be demonstrated that an alternative layout and design protects the integrity of the resources and has less impact than a typical clustered pattern based on site characteristics and location, access issues, previous site impacts, and historic uses.
   e. If the property is less than 200 acres existing homesteaded units may still be retained.
3. Development Plan approval by the Development Review Committee is required for development of the residual units. Development may not occur until the parcel has been rezoned to Ag-TDR or C-TDR as required by Section 402.185(a)3 below. The entire planning parcel, defined as the original parcel rezoned to a TDR sending district, must be used for determining development and placement of residual units.

402.184 Application for and Issuance of a Transfer of Development Rights Certificate

(a) Application for a Transfer of Development Rights Certificate

A potential sending property applicant shall submit an application for a Transfer of Development Rights Certificate. That application shall include the following:

1. Authority to submit an application, in a form approved by the County Attorney;
2. Legal description of the property;
3. Natural Resources assessment;
4. Statement of how the property qualifies as a sending parcel as consistent with the Comprehensive Plan and Section 402.182(a) above;
5. A statement of the number of development rights proposed for transfer from the sending parcel and calculations showing their determination;

6. Applicable fees; and
7. Such additional information as may be required by the Director as necessary to determine the number of development rights that qualify for transfer.

(b) Issuance of a Transfer of Development Rights Certificate

1. Once the potential development rights for transfer have been calculated and an application for a Certificate has been approved, the Director shall issue a Transfer of Development Rights Certificate containing the following information:
   a. Name of the Transferor;
   b. A legal description of the sending parcel;
   c. A statement of the number of development rights available for transfer;
   d. A statement of the remaining development rights on the sending parcel;
   e. A general description of the potential area for development of the remaining units, and
   f. the date of issuance of the Certificate.
2. Alternate Review by the Development Review CommitteeThe Growth Management Director's determination, as shown on the Transfer of Development Rights Certificate, shall become final within 30 days of the date of determination. Alternatively, the applicant may submit an application to the Development Review Committee for a Preliminary Development Plan Review for Transfer of Development Rights Determination within 30 days of the Growth Management Director's determination. The Director's determination shall then become void and the DRC shall consider the matter anew and make the final decision on the application.

(c) Authority to Transfer Development Rights

1. Each transferor granted a Transfer of Development Rights Certificate shall have the authority to sever all of the development rights (minus the residual uses) from the parcel in a sending district and to sell or otherwise transfer those rights to a transferee in a receiving district consistent with Section 402.185 below.
2. The transferee may apply the rights to a property in the receiving area in accordance with Section 402.185(c) below.
3. Any transfer of development rights pursuant to this ordinance authorizes only a reduction in open space or is fulfilling a requirement of an application to expand the Urban Cluster. Development standards of the receiving district shall not otherwise be altered or waived including standards for stormwater, landscaping, floodplains, wetlands, or other environmentally sensitive areas.

402.185 Transfer of Development Rights

(a) Development Rights Eligible for Sale or Transfer

Prior to the development rights contained in the Transfer of Development Rights Certificate being eligible for sale or transfer to a receiving property, the owner of the sending property shall:

1. record a perpetual easement for conservation or agricultural purposes on the sending property in a form acceptable to and enforceable by the County and submit a copy to the Growth Management Department;
2. for sending properties retaining densities of one unit per 200 acres or greater, develop and submit for approval a Conservation Management Area Plan in accordance with ULDC Article 17, Conservation Management Areas and Article 20, Management Plans Conservation; and
3. submit an application for a rezoning of the property to a sending area zoning designation;

(b) Sale of Development Rights - Instruments of Transfer

An instrument of transfer must be completed and notarized prior to the transfer of development rights from a sending parcel to a receiving parcel. This instrument shall contain the following information:

1. The names of the transferor and transferee;
2. A legal description of the sending and receiving parcels;
3. A statement that the transferor grants to the transferee and the transferee's heirs, assigns, and successors, a specific number of development rights from the sending parcel to the receiving parcel and the method by which the rights will be sold or transferred to the receiving parcel;
4. A statement that the transferor acknowledges he has no further right of use with respect to the rights being transferred;
5. Any other relevant information as required by the Director to establish that rights have been transferred.

(c) Use of Transferred Development Rights by a Receiving Property

1. **Open Space Reduction**

   Purchasers of Development Rights seeking to reduce the open space requirements for a proposed development shall submit a Development Plan in accordance with Article 10, Development Plan Review and with the following additional information:

   a. completed and notarized Instrument of Transfer as described in §402.184(b)1 above; and
   b. proof of purchase of the development rights.

2. **Comprehensive Plan Amendment to expand the Urban Cluster**

   For applications to expand the Urban Cluster, the applicant shall submit the Comprehensive Plan Amendment application in accordance with Article 7, Comprehensive Plan Amendment with the following additional information:

   a. completed and notarized Instrument of Transfer as described in 402.184(b)1 above;
   b. proof of contract to purchase development rights; and
   c. prior to the adoption hearing for the amendment, the receiving property owner shall provide proof of purchase of the development rights.

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(d) Rezoning of Sending Parcel

Once proof that a property owner has sold their development rights has been submitted to the County, the County shall process a rezoning to a TDR zoning district on the sending parcel.

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Chapter 403 Zoning Districts

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Article 1 Establishment of Zoning Districts

This Chapter provides for the establishment of zoning districts that implement the Future Land Use Designations adopted on the Future Land Use Map 2020. These zoning districts also implement the goals, objectives and policies of the Alachua County Comprehensive Plan and adopted maps. Zoning district standards, dimensional and area requirements are established in this Chapter. Permitted uses are provided for in Chapter 404 of this ULDC.

403.01 Official Zoning Map Adopted

The Official Zoning Map of Alachua County, Florida on file in the Department of Growth Management (Department), together with all explanatory matter thereon, is hereby adopted and made a part of this ULDC.

403.02 Establishment of Zoning Districts

(a) The following zoning districts are established as listed in Table 403.02.1, Zoning Districts.

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Table 403.02.1
Zoning Districts

Abbreviation	Title
Rural/Agricultural District	
A	Agriculture
A-RB	Agricultural Rural Business
AG-TDR	Agricultural (with Transfer of Development Rights)
C-TDR	Conservation (with Transfer of Development Rights)
Residential Districts	
RE	Single family, Estate Residential
RE-1, R-1aa, R-1a, R-1c	Single family, Low Density
R-1b	Single family, Medium-Density
R-2	Multiple family, Medium Density
R-2a	Multiple family, Medium-High Density
R-3	Multiple family, High Density
Commercial Districts	
AP	Administrative/Professional
BP	Business and Professional
BR	Business, Retail
BR-1	Business, Tourist and Entertainment
BH	Business, Highway
BA, BA-1	Business, Automotive
MB	Business Marine District
Industrial Districts	
BW	Wholesale/Warehousing
ML	Light Industrial
MS, MP	Industrial Services and Manufacturing

Table 403.02.1
Zoning Districts

Abbreviation	Title
Special Purpose Districts	
PD	Planned Development District
RM	Manufactured-Mobile Home Park District
RM-1	Recreational Vehicle and Campgrounds District
RP	Residential Professional District
HM	Hospital/Medical District
C-1	Conservation District
P	Preservation District

(b) Usable pervious open space shall be provided on at least 20% of a development site. Natural and landscaped open spaces or transitional development and design practices shall be provided to adequately integrate development along the edges of different land use categories. Standards for landscaping design practices and criteria for the required 20% pervious open space are provided in Article 4 and Article 5, respectively, of Chapter 407.

(c) Permitted uses within each zoning district are established in Chapter 404.

(d) Overlay districts, Activity Centers and Special Area Plans are established in Chapter 405.

(e) Natural and historic resource protection standards are established in Chapter 406.

(f) Development standards are established in Chapter 407.

403.02.5 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.

(a) Projects that are contiguous to a designated Rapid Transit or Express Transit Corridor and that include 150 or more residential units shall be developed as a Traditional Neighborhood Development or Transit Oriented Development in accordance with Chapter 407 Article 7, or shall be located within an Activity Center.

(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.

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Article 2 Rural/Agricultural Districts

403.03 Rural/Agricultural District Descriptions

(a) Agricultural (A) District

The Agricultural District (A) implements the Rural/Agriculture designation on the Future Land Use Map, and the policies of the Comprehensive Plan to allow rural and agricultural areas to be developed in a manner consistent with the retention of agriculture, open space, and rural character; preservation of environmentally sensitive areas; and the efficient use of public services and facilities. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(b) Agricultural Rural Business (A-RB) District

The Agricultural Rural Business District (A-RB) implements the Rural/Agriculture designation on the Future Land Use Map, and the policies of the Comprehensive Plan to provide for those commercial or other uses on a limited scale serving or ancillary to agricultural activities. Properties zoned A-RB shall front a paved publicly-maintained road and shall be located at least a mile from all other properties zoned A-RB. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(c) Agriculture (AG-TDR) District (with Transfer of Development Rights)

The Agriculture Transfer of Development Rights district implements the Rural/Agriculture designation on the Future Land Use Map and the Transfer of Development Rights policies of the Comprehensive Plan, to provide principally for agricultural activities while allowing limited residential development at a density of up to one dwelling unit per 40 acres. A rezoning to this district shall occur when the owner of an Agricultural property, defined as having an approved Agriculture Classification from the Alachua County Property Appraiser, has voluntarily sold or otherwise conveyed associated development rights pursuant to the TDR program outlined in Chapter 402 Article 29.

(d) Conservation (C-TDR) District (with Transfer of Development Rights)

The Conservation Transfer of Development Rights district implements the TDR policies of the Comprehensive Plan, to provide principally for preservation of environmentally sensitive land while allowing limited residential development if resources can be protected at a density of up to one unit per 200 acres where consisten with a Conservation Area Management Plan. Higher densities of up to one dwelling unit per 40 acres may be proposed where it can be demonstrated that there is not impact on resource protection and where consistent with the Conservation Area Management Plan. A rezoning to this district shall occur when the owner of Conservation property, defined as properties that contain Strategic Ecosystems or are on the Alachua County Forever (ACF) active acquisition list, has voluntarily sold or otherwise conveyed associated development rights pursuant to the TDR program outlined in Chapter 402 Article 29.

403.04 Rural/Agricultural Zoning District Requirements

All development and divisions of land meeting the gross residential density in a Rural/Agricultural zoning district shall comply with the requirements of Table 403.04.1, Standards for Rural/Agricultural Zoning Districts. Dimensional standards for Rural/Agriculture clustered subdivisions are found in Table 407.78.1 of Chapter 407.

Table 403.04.1
Standards for Rural/Agricultural Zoning Districts

Standards	Zoning Districts				
	A	A-RB	SLV-TDR	AG-TDR	RR-TDR
Maximum residential density	1 unit per 5 acres	N/A	1 unit per 40 acres	1 unit per 20 acres	1 unit per 5 acres
Area, min (acres)	3[1]	1	40	20	5
Area, max(acres)	N/A	3	N/A	N/A	N/A
Width at front building line, min (ft)[2]	250	250	500	400	250
Depth, min (ft)	250	200	500	250	250
Maximum building coverage (percent of gross land area)	20%	20%	5%	5%	20%
Building Height	Unlimited[3]	Unlimited[3]	Unlimited[3]	Unlimited[3]	Unlimited[3]
Setbacks[4]					
Front, min (ft)	40	40	100	100	40
Rear, min (ft)	40	40	100	100	40
Interior side, min (ft)	20	20	100	100	20
Street side, min (ft)	40	40	100	100	40
Rear lot line setback - accessory buildings, min (ft)	25	25	50	50	25

N/A=Not Applicable

[1] Lots as small as 1 acre may be permitted upon approval by the Zoning Administrator for the first split of a parent parcel where the density requirements are met. Such lots shall be subject to the dimensional standards in Table Error! Reference source not found..1.

[2] The minimum lot width shall not apply to lots that front on a curved street or the curved portion of a cul-de-sac street provided the lot complies with all other lot and setback requirements.

[3] Building heights are unlimited with the exception of residential structures, which shall not exceed 35 feet in height.

[4] Buildings used for processing, packaging, and agricultural sales, dairy barns, hog pens, poultry houses, kennels or stables shall not be less than 100 feet from all lot or property lines.

Article 3 Residential Zoning Districts

Within the single-family residential districts (RE, RE-1, R-1aa, R-1a, R-1b and R-1c) and multifamily residential districts (R-2, R-2a and R-3), as shown on the zoning map of Alachua County, the following shall apply.

403.05 Single Family Residential Zoning Districts

The single family residential districts implement the Estate Residential and Urban Residential policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

403.06 Single Family Residential Subdivision Requirements

This Section provides for adequate future urban residential development enabling development to include a full range of housing types, lot sizes and densities to serve different segments of the housing market, designed to be integrated and connected with surrounding neighborhoods and the community. New developments shall comply with §403.02.5. All subdivisions shall meet the requirements of Article 8, Subdivision Regulations, of Chapter 407 of this ULDC.

(a) Calculation of Residential Subdivision Densities

Unless otherwise provided in this ULDC, the calculation of number of units per acre shall be based upon the gross residential density. Density of a new subdivision shall be within the ranges shown in §403.07(a). In the R-1b Zoning District, the 4-8 density range may only be applied in the Medium Density Future Land Use Designation.

(b) Density Exemption

1. Exemptions to the minimum density of a parcel may be approved by the DRC if it is determined that environmental site constraints, infrastructure constraints, or parcels of limited scale preclude achieving the gross density.
2. For the purposes of determining compliance with minimum and maximum density requirements, accessory living units meeting the standards provided in **§Error! Reference source not found.**, shall be exempt from such calculations.

403.07 Single Family Residential Standards

Within all single family residential zoning districts, unless otherwise provided in this ULDC, the principal building and accessory buildings shall be located and constructed in accordance with Table 403.07.1, Setback Requirements for Residential Lots, and the following standards shall apply.

(a) Lot sizes

Lot sizes may vary in the single family residential zoning districts provided the following density requirements are met.

Table 403.07.1
Density of Single Family Residential Districts

	Zoning Districts				
Density Range	RE	RE-1	R-1aa	R-1a or R-1c	R-1b
Dwelling units	1 per 2 acres or less	1 per 2 acres to 2 per acre	1-3 per acre	1-4 per acre	4-8 per acre

NOTE: Permitted housing types in each district are established in Chapter 404

(b) Maximum Height

The maximum height for all structures within the single family residential zoning districts is 35 feet.

(c) Abutting lots

Where new development abuts existing residential development the following shall apply.

1. New development in the RE zoning district

For proposed development that abuts a portion of an existing development with lots in excess of 87,120 square feet, the minimum size for the abutting lots shall be 87,120 square feet with a minimum lot width of 200 feet.

2. New development in the RE-1 zoning district

For proposed development that abuts a portion of an existing development of lots in excess of 20,000 square feet, the minimum size for abutting lots shall be 20,000 square feet with a minimum lot width of 110 feet.

3. New development in the R-1aa, R-1a, R-1c or R-1b zoning districts

For proposed development that abuts a portion of an existing development of lots in excess of 10,000 square feet, the minimum size for abutting lots shall be 10,000 square feet with a minimum lot width of 80 feet.

(d) Buffer

In lieu of providing the minimum lot size or width for the abutting lots as stated above in (b), a minimum of a 50 foot wide medium density landscaped buffer, as provided in §407.43(b) may be approved by the DRC.

Table 403.07.2
Setback Requirements for Residential Lots

Setbacks[1]	Front or Street	~~Garage Front~~	Rear	Side	Accessory buildings
Lots less than 1 acre in size, Minimum Principal Building (ft.)	10	~~20~~	10	5[2]	Same as principal building except rear is 7.5 ft.
Lots 1 acre or greater in size, Minimum Principal Building (ft.)	15	~~20~~	15	10[2]	Same as principal building except rear is 10 ft.

[1]Minimum side setbacks do not apply to zero lot line developments provided the building spacing requirements of the Florida Building Code, Table 600, are met. Front-loaded garages shall not be closer to the property line than at least 50% of the remainder of the front facade of the building.
[2]Minimum side setbacks do not apply to single family attached units.

403.08 Multifamily Residential Districts

The multiple family residential zoning districts implement the Urban Residential policies of the Future Land Use Element of the Comprehensive Plan. Multifamily districts shall be allowed only in those areas designated Medium, Medium-High or High Density Residential on the Future Land Use Map. Exemptions to the minimum density of a parcel may be approved by the DRC if it is determined that environmental site constraints, infrastructure constraints, or parcels of limited scale preclude achieving the gross density. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

403.09 Multifamily Residential Standards

Within all multifamily residential zoning districts, principal buildings and accessory buildings shall be located and constructed in accordance with Table 403.09.1.

Table 403.09.1
Standards for Multifamily Districts

Standards	Zoning District R-2	R-2a	R-3
Density Range - Dwelling units per acre	4 - 8	8 - 14	14 - 24
Width at front building line, min			
1-2 units (ft)	50	50	50
3 or more units (ft)	100	100	100
Depth, min (ft)	90	90	90
Setbacks around the Perimeter of the Development			
Front, min (ft)	25	25	25
Rear, min (ft)	20	20	20
Interior side, min (ft)	10	10[1]	10[1]
Street side, min (ft)	25	25	25
Building Standards			
Units per building, max	8	16	Unlimited
Height, max (feet)	35	45	60
Building coverage, max (percent of gross land area)	35%	35%	35%

[1]Six additional inches of setback shall be required for each foot of building height over 35 feet.

403.10 Multifamily Residential Requirements

All multifamily residential development within the R-2, R-2a, and R-3 zoning districts shall meet the following requirements and the requirements of §403.02.5, if applicable.

(a) Building spacing shall meet the requirements of the Florida Building Code, Table 600.

(b) Direct access to a paved arterial or collector road shall be provided. The County Commission may approve a Planned Development with local street access in the Medium and Medium-high density land use categories provided the following requirements are met:

1. The access road shall have a limited number of single family driveways between the proposed development and the collector or arterial road. The exact number of existing single-family access points allowed shall be determined at development plan review based on the design of the roadway, traffic counts, and the size of the proposed multi-family development.
2. Sidewalks shall be provided on the access road that extends from the project to the primary road network.
3. The following collector road design elements shall be addressed in the PD application and shall be considered as potential conditions of the PD approval for the access road:
   - **a.** curb and gutter,
   - **b.** pedestrian scale street lighting
   - **c.** shade trees,
   - **d.** transit stops with benches,
   - **e.** pedestrian activated crossing signals at signalized intersections, and
   - **f.** bicycle lanes

(c) The access road shall meet the minimum street design specifications based on projected ADT, as outlined in Section 407.80(a-g).

(d) A minimum of five percent of the development, beyond the required 20% of pervious open space, shall be designated for developed recreational open space, such as community fields, greens, plazas, squares or outdoor sports facilities. Such recreational open space shall be designed for use by residents of the development.

(e) Bus shelters shall be provided for each multifamily development and shall be located on an adjacent street and where there are planned or existing bus routes.

(f) A continuous pedestrian circulation system shall be provided throughout the entire development. The system shall link all units to all developed recreational open space, parking, planned or existing bus facilities, and to existing public sidewalks or public right-of-way that is located adjacent to the development.

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Article 4 Commercial Districts

403.11 Commercial District Descriptions

(a) Administrative and Professional (AP) District

The Administrative and Professional (AP) District implements the Commercial, Office, and Office/Residential policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. This zoning district may also implement the policies and associated designations for Rural Clusters and Rural Employment Centers. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(b) Business and Professional (BP) District

The Business and Professional (BP) District implements the Commercial and Office policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. This zoning district may also be appropriate in Rural Clusters and Rural Employment Centers. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(c) Retail Sales and Services (BR) District

The Retail Sales and Service (BR) District implements the Commercial policies in the Comprehensive Plan and the associated designations on the Future Land Use Map, as well as the Neighborhood Convenience Commercial policies of the Comprehensive Plan. This district may also be appropriate in Rural Clusters and Rural Employment Centers. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(d) Business, Tourist and Entertainment (BR-1) District

The Business, Tourist and Entertainment (BR-1) District implements the Tourist/Entertainment policies and the associated designations on the Future Land Use Map and the policies of the Comprehensive Plan. Permitted uses are found on the Use Table in Article 2 of Chapter 404 Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited. The BR-1 district is intended to provide commercial uses that are oriented primarily toward services for the short term visitor to Alachua County, by providing lodging and related commercial uses at the following locations:

1. designated highway interchanges with Interstate 75;
2. locations adjacent to natural resources, consistent with the protection of those resources; or
3. locations adjacent to other major tourist destinations

(e) Highway Oriented Business Services (BH) District

The Highway Oriented Business Services (BH) District implements the Commercial and Tourist/Entertainment policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the

Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(f) Automotive Oriented Business (BA and BA-1) Districts

The Automotive Oriented Business (BA and BA-1) Districts implement the Commercial policies of the Comprehensive Plan and the associated designations within Activity Centers on the Future Land Use Map. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(g) Business Marine (MB) District

The Business Marine (MB) District implements certain elements of the Tourist/Entertainment policies of the Comprehensive Plan and associated designations in areas adjacent to lakes, rivers or other natural bodies of water. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

403.12 Commercial District Standards

Within all commercial zoning districts, principal building and accessory buildings shall be located and constructed in accordance with the requirements of Table 403.12.1.

Table 403.12.1
Standards for Commercial Districts

	Zoning Districts					
Standards	**AP**	**BP**	**BR, BR-1**	**BH**	**BA, BA-1**	**MB**
Lot Dimensions						
Min Area (sq ft)	5,000	5, 000	5,000	5,000	5,000	5,000
Width at front building line, min (ft)	50	50	50	50	50	50
Depth, min (ft)	100	100	100	100	100	100
Setbacks						
Front, min (ft)	25	25	25	25	25[1]	25
Rear, min (ft)	10	10	5[1]	5[1]	5[1]	5[1]
Interior side, min (ft)	5[2]	5[2]	5[2]	5[2]	5[2]	5[2]
Street side, min (ft)	25	25	25	25	15	15
Building Standards						
Height, max (ft)	35	45	65	65	45	35
Building coverage, max (% of gross land area)	40%	40%	N/A	N/A	N/A	N/A

[1]Where the rear yard abuts a residential or agriculture zoning district, a minimum rear setback of 25 feet shall be required.
[2]Six inches of additional side yard shall be required for each foot of building height over 35 feet.

403.13 Commercial District Requirements

Within all commercial zoning districts, the regulations listed below shall apply.

(a) Building Orientation

Business uses shall be oriented to face other business or commercial districts across a street.

(b) Vehicle Access to Business Uses

All commercial uses must have direct access to a paved roadway. If property located within a business or commercial zoning district possesses frontage on two or more streets, and if one or more of such frontages abuts a residential zoning district, vehicle access to the property shall be provided only along a frontage that does not abut the residential district. This requirement may be waived by the Director and County Engineer.

(c) Front Setbacks in Activity Centers

Buildings located within an Activity Center may be designed with a front and street side building setback of 5 feet.

(d) Subdivision After Development Plan Approval

Where a commercial property with an approved development plan is subdivided by metes and bounds description after approval of the development plan, the dimensional standards in Table 403.12.1 shall be defined by the approved development plan.

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Article 5 Industrial Districts

403.14 Industrial District Descriptions

(a) Wholesale and Warehousing (BW) District

The BW district implements the Warehouse/Distribution, Light Industrial, and in some cases Commercial policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. Permitted uses are found on the Use Table in **Error! Reference source not found.** of Chapter 404. Any use with a blank ell for this district in the Use Table or that does not meet the requirements of §**Error! Reference source not found.** for similar uses is prohibited.

(b) Light Industrial (ML) District

The ML district implements the Light Industrial policies of the Comprehensive Plan and the associated designations on the Future Land Use Map. The ML district is established to allow certain office and light industrial uses, such as research and~~for master planned large tract~~ development and experimental laboratories and similar uses or the ~~of establishments engaged in light~~ manufacturing or fabrication of products that have minimal off-site impacts. ~~The required design standards for the ML district are provided in Article 10, Building Design, of Chapter 407.~~ Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(c) Industrial Services and Manufacturing (MS and MP) Districts

The MS and MP Districts implement the Heavy Industrial policies of the Comprehensive Plan and the associated designations on the Future Land Use Map, for establishments engaged in manufacturing. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

403.15 Industrial District Standards

Within all industrial zoning districts, principal building and accessory buildings shall be located and constructed in accordance with the requirements of Table 403.15.1.

Table 403.15.1
Standards for Industrial Zoning Districts

Standards	Zoning Districts BW	ML	MS, MP
~~Lot area, minimum (acres)~~	~~N/A~~	~~1~~	~~1~~
Width at front building line, min (ft)	50	50150	50N/A
Depth, min (ft)	100	100N/A	100N/A
Setbacks[1]			
Front, ~~internal road, (ft)~~	25N/A	1550	30N/A
Rear ~~Front, public street, (ft)~~	5N/A	1025	20N/A
~~Front, (ft)~~	~~25~~	~~-~~	~~-~~
Rear, Adjacent to Residential (ft.)	755	7525	75N/A
Side, (ft)	5	25	10
~~Street side, internal road, (ft)~~	~~N/A~~	~~50~~	~~10~~
Side, Adjacent to Residential (ft.) ~~Street side, public street, min width (ft)~~	75N/A	75	7535
Building Standards			
Height, max (ft)	40	6040	6040
~~Building coverage, max (% of gross land area)~~	~~75%~~	~~90%~~	~~75%~~

~~25 feet on a minor street, 30 feet on a collector, 40 feet on major street.~~

Comment [HMB1]: Fix per Benny & Brenda

403.16 Additional Requirements Applicable to Industrial Zoning Districts

~~(a) Light Industrial (ML) District~~

(a) All industrial uses~~Industrial Uses~~ must have direct access to a paved roadway. ~~Rezoning to~~

Where an industrial ~~the Light Industrial (ML)~~ district is adjacent to a residential zoning district with no intervening street or road the industrial ~~requires at least 25 contiguous acres of~~ property shall provide a 75 foot yard depth. A high-density buffer, ~~except~~ as defined in Table 407.43.2, shall be provided along~~herein. Uniform design plans supported by covenants, conditions, and restrictions shall ensure design elements are related to~~ the boundary between industrial~~development~~ and the character of the district to create a uniform identity through the use of landscaping, architectural character of buildings, signage, parking lot design and layout, lot layout, and other design elements. Smaller tracts of an acre or more that are adjacent to existing sites may be permitted to rezone to the Light Industrial district, provided that the proposed development conforms to the adjacent site and design standards.

~~1. Front Yards~~

~~A maximum of 25 percent of the required front yard setback area may be used for off-street parking, including necessary ingress and egress.~~

~~2. Side Yards~~

~~One side yard may be used for driveways or off-street parking. The side yard used for off-street parking shall be the side which least impacts adjacent or nearby public right-of-way~~ and residential districts. ~~Off-, subject to development plan review and approval.~~

~~3. Rear Yards~~

~~Rear yards may be used for driveways or parking.~~

~~(b) Industrial Services and Manufacturing (MS and MP) Districts~~

~~1.~~(b) ~~Where property zoned MS or MP abuts property zoned residential, no building or structure shall be located within 75 feet of the property line and no activity shall be permitted within the 75 foot area, except off-~~street parking, but not off-street loading, may be provided~~permitted to~~ within ~~25 feet of the~~ yard but not within the required buffer~~property line~~.

(c) Mechanical equipment, lights, emissions, shipping/receiving areas, and other components of an industrial use that are outside enclosed buildings, shall be located away from residential areas, schools, parks and other non-industrial areas.

~~2. Where property zoned MS or MP adjoins a residential district without an intervening street or alley the lot in the MS or MP district shall provide a 40 foot front yard depth. Such front yard shall be maintained as a landscaped area or natural existing vegetation, except for necessary ingress and egress, and shall not be used for off-street parking or off-street loading.~~

~~3.~~(d) No portion of any building or structure and no activity related to any use within the MS or MP district shall be located closer than 35 feet to any MS or MP district boundary. This requirement may be reduced or waived by the Development Review Committee subject to the following review criteria:

~~a.~~1. The lot is two acres or less in size;

~~b.~~2. The adjacent parcel(s) do not have a residential zoning or land use or an existing residential use on site at the time of application;

~~c.~~3. The adjacent landowner(s) of properties not industrially zoned must provide written consent to the applicant for the reduction or waiver proposal.

~~4.~~(e) Where property zoned MS or MP fronts a public street, no~~not~~ less than one-half of the frontage~~required frontage adjacent to a street~~ shall contain landscaping consistent with a 'Low' buffer~~be maintained~~ as defined in Table 407.43.2~~landscaped or natural existing vegetation~~, except as required for ~~necessary~~ ingress and egress~~, and shall not be used for off-street parking; the remainder may be used for off-street parking, but not for off-street loading or buildings~~.

~~5.~~(f) No side or rear yard is required where MS or MP property is adjacent to a railroad right-of-way on that frontage. Side and rear yards may be used for off-street parking or off-street loading subject to the general provisions above.

(g) Buildings within the BW, ML,MS, and MP districts that front on streets or roads shall be required to meet the standards in Article 10, Building Design, of Chapter 407.

Article 6 Special Purpose Districts

403.17 Planned Development (PD) District

(a) Purpose

It is the purpose of this district to promote the development of land as phased planned communities and the utilization of creative concepts for development planning not otherwise provided in this ULDC, in a manner that is consistent with the Comprehensive Plan.

(b) Planned Development District Requirements

1. Development Standards

The development standards and expiration dates shall be established by the zoning master plan and development order approved for each district. Permitted uses and residential densities approved by the Board of County Commissioners shall be consistent with the designations on the Future Land Use Map. For the purpose of this Section, dimensional standards shall include, but not be limited to such requirements as:

- **a.** minimum lot area;
- **b.** minimum lot width and depth;
- **c.** minimum and maximum density;
- **d.** maximum building height;
- **e.** minimum setbacks and standards for encroachment into the public right-of-way;
- **f.** maximum building coverage;
- **g.** maximum building size; and
- **h.** similar standards applicable to the placement, bulk and scale of structures and uses.

2. Underground Utilities

All utilities, excluding necessary service boxes and similar installations, shall be located underground. This requirement shall not apply to overhead lines located along the perimeter of a planned development.

3. Phased Development

- **a.** A planned development may be required to be developed in phases of up to two years for each phase, based on the availability of public services.
- **b.** The zoning master plan or the development order approval for a planned development shall set forth the phasing plan, including:
  - **i.** the location of each development phase;
  - **ii.** the number of acres within each phase;
  - **iii.** the number and type of dwelling units within each phase, if applicable;
  - **iv.** the number of nonresidential square feet of development within each phase, if applicable;

v. the date when the phasing plan is to begin;

vi. the overall phasing plan, indicating the approximate date when development of each phase will begin and the completion date of each phase, including an indication that each phase will be viable with regard to proper access, circulation, drainage, open space and utilities; and

vii. the final completion date of the project.

c. A development plan for each phase shall be reviewed separately by the Development Review Committee and shall be designed to include proper access, traffic circulation, natural resource protection, stormwater management, open space, recreation and utilities to ensure viability of each and all stages of development.

403.18 Residential Professional (RP) District

(a) Purpose

The Residential Professional (RP) District provides a transition zone between commercial and residential uses by allowing urban density residential development, certain institutional uses and limited office uses. This zone may be used to implement areas designated for Commercial, Office/Residential and Institutional uses on the Future Land Use Map. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(b) Residential Professional District Standards

Within the Residential/Professional Zoning District, principal buildings, accessory buildings and other land uses shall be located so as to comply with the requirements established in Table 403.18.1.

Table 403.18.1
Standards for the Residential/Professional Zoning District

Standards	RP
Single family detached, min (sq ft)	8,500
Width at front building line, min (ft)	85
Depth, min (ft)	90
Other residential or nonresidential use, min (sq ft)	15,000
Width at front building line, min (ft)	100
Depth, min (ft)	90
Setbacks	
Front, min (ft)	25
Rear, min (ft)	20[1]
Interior side, min (ft)	10[1]
Street side, min (ft)	25
Building Standards	
Height, max (ft) within areas designated for residential land use by the Comprehensive Plan.	35
Height, max (ft) within areas designated commercial, office, institutional or other nonresidential uses by the Comprehensive Plan.	65
Building coverage, max (% of gross land area)	20%

[1]Plus one foot for each foot of building height over 35 feet in an area designated residential land use.

(c) Residential Development Restrictions

Any residential use within an RP district located in a commercial, office, institutional or other nonresidential Future Land Use Map designation shall be included as an integral part of the office/institutional structure.

1. Such residential development shall not exceed 50 percent of the total square footage of the structure or of the total permitted development. Assisted living facilities within the RP zoning district are excluded from the 50 percent limit.
2. Residential development within the RP zoning district must have direct access to a paved publicly-maintained road.

403.19 Hospital/Medical (HM) District

(a) Purpose

The Hospital/Medical (HM) Zoning District implements the Institutional, Institutional/Medical, and Office/Medical designations on the Future Land Use Map of the Comprehensive Plan. Development within this zoning district shall be consistent with the Institutional, Institutional/Medical or Office/Medical policies of the Future Land Use Element. Major health facilities, e.g., hospitals and medical complexes, shall be located in areas designated for Institutional/Medical land uses on the Future Land Use Map. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(b) Hospital/Medical Zoning District Standards

Within the HM zoning district, the principal buildings and accessory buildings shall be located and constructed in compliance with the requirements established in Table 403.19.1.

Table 403.19.1
Standards for the Hospital/Medical Zoning District

Standards	HM
Lot area, min (sq ft)	10,000
Width at front building line, min (ft)	100
Setbacks	
Front, min (ft)	25
Rear, min (ft)	20[1]
Interior side, min (ft)	10[1]
Street side, min (ft)	25
Building Standards	
Height, max (ft)	Unlimited
Building coverage, max (% of gross land area)	40%

[1]Six inches of additional setback required for each foot of building height over 35 feet.

403.20 Conservation (C-1) District

(a) Purpose

The Conservation (C-1) Zoning District implements the Conservation designation on the Future Land Use Map and this zoning district shall be used for other properties which have natural limitations to development because of their sensitive environmental character. Development in the C-1 conservation district shall be permitted only as provided in this Section consistent with the land use designation and in accordance with natural and historic resources protections in Chapter 406. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.

(b) Conservation District Dimensional Standards

Development of a single family residence on property that is zoned C-1 may be permitted, and shall comply with the standards listed below.

1. Development plan approval by the Development Review Committee shall be required prior to the issuance of a building permit.
2. A minimum lot area of ten acres shall be provided for each dwelling.
3. Sewage disposal and potable water service shall comply with all applicable Health Department requirements and environmental standards.
4. Septic tanks and drainfields shall be sited in a manner to protect conservation areas from the discharge of elevated nutrients or improperly treated effluent. The need for advanced treatment systems shall be reviewed when the site location has unique geologic conditions or is within 150 feet of a natural water body.
5. Building impact areas, including the footprint of the house and other impervious areas shall not exceed one acre. The building impact area may include all paved driveways and vehicle parking areas or other impervious surfaces.
6. The dwelling unit shall be sited such that the location results in the least adverse impact to natural systems.

7. The setbacks for a single family dwelling shall be the same as in Table 403.04.1, relating to A (Agriculture) zoning district. These dimensional standards may be modified by the Development Review Committee if the modified requirement is more appropriate to protect the natural resource.

403.21 Preservation District (P)

(a) Purpose

The Preservation (P) Zoning District implements the Preservation designation on the Future Land Use Map in conjunction with an approved management plan and, where applicable, conservation easement or covenant document. Development in the Preservation district shall be permitted only as provided in this Section consistent with the land use designation and in accordance with natural and historic resources protections in Chapter 406.

(b) Preservation District Dimensional Standards

Unless otherwise provided in this Section, dimensional standards for each parcel that is zoned P shall be determined by the Director, based upon the nature of any proposed development activity, and the individual circumstances and characteristics applicable to each specific parcel.

403.22 Manufactured/Mobile Home Park (RM) District

(a) Purpose

1. The Manufactured/Mobile Home Park (RM) Zoning District implements the residential policies of the Medium and Medium-High Residential designations of the Future Land Use Map. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited.
2. The RM zoning district is established for the purpose of providing a district for the location and installation of manufactured and mobile homes in approved parks, occupied as single family dwellings, with the intent of creating an environment of a residential character, designed to enhance living conditions and permitting only those uses, activities and services which are compatible with the residential environment.

(b) Manufactured/Mobile Home Park Development Requirements

In addition to the requirements of the Comprehensive Plan and this ULDC, a manufactured/mobile home park shall comply with each of the requirements listed below.

1. RM District Standards

Within the RM zoning district, the principal dwellings shall be in compliance with the standards established in Table 403.22.1.

Table 403.22.1
Standards for the RM Zoning District

Standards	RM
RM District Standards	
Area, min (acres)	5
Density, max (units/gross acre)	8
Area of space, min (sq ft)	3,000
Width at front building line, min (ft)	40
Individual Home Space Setbacks	
Front, min (ft)	8
Rear, min (ft)	5
Side, min (ft)	5

2. **Manufactured/Mobile Home Space**
   a. Each manufactured or mobile home space shall be clearly defined and shall abut on a street or on a driveway with unobstructed access to a street.
   b. Each manufactured or mobile home space shall contain a maximum of one dwelling and accessory structures.
3. **Street Lighting**
   All streets or driveways within the park shall be lighted at night with electric lights providing a minimum average illumination of 0.2 footcandle.
4. **Water and Sewer Service**
   Central potable water and sanitary sewer service shall be provided to each dwelling within a manufactured/mobile home park.
5. **Garbage Receptacles**
   Approved garbage cans with tight fitting covers shall be provided in quantities adequate to permit disposal no farther than 300 feet from any manufactured/mobile home space. The cans shall be kept in good repair at all times. Garbage and rubbish shall be collected and disposed of as frequently as may be necessary to ensure that the garbage cans will not overflow. The use of a central garbage collection system shall be permitted as an alternative.
6. **Fire Protection**
   Every park shall have adequate fire fighting facilities approved by the County Engineer and shall meet the following requirements:
   a. Central water supply;
   b. Six-inch water main;
   c. Water pressure at 20 psi;
   d. Fire flow of 500 gpm in addition to normal domestic supply only on hydrant supply lines; and
   e. No manufactured/mobile home shall be located further than 350 feet from a fire hydrant.
7. **Required Recreational Area**
   A minimum of five percent of the development, beyond the required 20% of pervious open space, shall be designated for developed recreational open

space, such as community fields, greens, or sports facilities. Such open space shall be designed for use by residents of the development.

403.23 Travel Recreational Vehicle Park and Campgrounds (RM-1) District

(a) Purpose

The Recreational Vehicle Park and Campground Zoning District implements the Tourist/Entertainment policies in the Future Land Use Element of the Comprehensive Plan and the associated designation on the Future Land Use Map. Permitted uses are found on the Use Table in Article 2 of Chapter 404. Any use with a blank cell for this district in the Use Table or that does not meet the requirements of §404.08 for similar uses is prohibited. The RM-1 district implements the Comprehensive Plan by providing lodging and facilities at the following locations:

1. designated highway interchanges with Interstate 75;
2. locations adjacent to natural resources, consistent with the protection of those resources; or
3. locations adjacent to other major tourist destinations.

(b) RM-1 District Standards

The minimum area allowable for a recreational vehicle park and/or campground shall be five acres and the maximum density of recreational vehicle spaces, cabins and/or tent campsites shall not exceed eight per acre. Density shall be calculated as gross density and include all land area exclusive of major bodies of water starting at the high-water mark within the approved recreational vehicle or campground boundaries. Unless otherwise provided in Chapter 404 the only use of property zoned RM-1 shall be for a recreational vehicle park and campground. All park and campground uses shall comply with the requirements of this Section.

1. Tent Campsites

a. Primitive campsites shall be located, designed and intended to afford the users an opportunity to camp in a quiet, uncongested and natural setting. The density of the area designated for primitive sites shall not exceed four spaces per gross acre.

b. Non primitive campsites may be included in the overall density calculation of the park not to exceed eight sites per acre.

2. Camping Cabins

In addition to spaces for recreational vehicles and tents, a maximum of ten percent of the total number of spaces may be utilized for camping cabins constructed in compliance with the Florida Building Code. Each cabin shall not exceed 400 square feet, including outdoor porches. Each cabin shall contain a minimum of 50 square feet per occupant.

(c) Minimum Setback from Property Lines

All principal and accessory structures, recreational vehicle spaces, camping cabin spaces and tent spaces shall be setback a minimum of 50 feet from any property line.

(d) Vehicular Access

Access to any new recreational vehicle parks and campgrounds shall be via a paved arterial or collector roadway. Where the Director determines it is appropriate, access may be permitted from a local or unpaved roadway.

(e) Pedestrian and Bicycle Access

The recreational vehicle park and campground shall incorporate a continuous pedestrian and bicycle pathway throughout the entire area of the site, including connections to all portions of the facility, all internal roads, all exterior vehicular connections and uses and amenities installed for use by guests.

(f) Central Utilities

Each recreational vehicle space, the administrative office, maintenance facilities, security quarters or any other similar use shall provide a connection to central water and wastewater treatment facilities. Common sanitary facilities, including showers, toilets and sinks, shall be provided for use by the visitors to the park.

(g) Permitted Accessory Uses

Within a recreational vehicle park and campground, the following accessory uses are permitted:

1. recreation amenities restricted to use by guests, including pools, tennis and shuffleboard courts, recreation rooms, equestrian facilities, nature and walking trails, play grounds, tot lots, docks and similar facilities;
2. gate houses or similar facilities designed to provide security to the park and campground;
3. maintenance facilities;
4. administrative office space necessary for operation of the park and campground; and
5. commercial or retail use located internal to the park and restricted to use by guests, including convenience food and beverage items and recreational vehicle parts.

(h) Permitted Accessory Commercial and Retail Uses

The permitted accessory commercial and retail uses shall, in addition to the requirements of this Section, comply with the following:

1. The use shall be located and accessed internally to the Recreational Vehicle Park and campground.
2. The use shall not be provided with separate signage along a public road.
3. The structures housing a commercial or retail use shall not be constructed until a minimum of 75 percent of the recreational vehicle spaces, camping cabins and tent sites have been constructed or installed.

(i) Prohibited Uses

The uses, activities or improvements listed below are prohibited within a recreational vehicle park and campground.

1. **Permanent Residence**

   Permanent residential use of any park land, camping cabin, tent, structure or facility is prohibited, excluding occupants of any security quarters that may be

established in the park in accordance with the requirements of §404.25 of this ULDC. Residence in any recreational vehicle space, camping cabin or tent within a park is restricted to 90 consecutive days, and a maximum of 180 calendar days during any one year period.

2. Permanent Structures

The installation or construction of permanent structures or additions accessory to a recreational vehicle or camping cabin, including but not limited to screen rooms, carports and utility sheds is prohibited.

3. Improper Parking

Parking of recreational vehicles in areas not designated for such use is prohibited.

4. Storage

The storage of recreational vehicles is prohibited.

5. Propane Gas Sales

The sale or dispensing of propane gas, excluding containers already containing propane gas, is prohibited.

403.24 Eastside Activity Center Overlay District

(a) Purpose

The purpose of the Eastside Activity Center Overlay District~~these zoning districts~~ is to implement the Eastside Activity Center Master Plan as well as the Objectives, Goals and Policies for the Activity Center as provided in Policy 2.5.10 of the Comprehensive Plan's Future Land Use Element. The Eastside Master Plan is intended to create a mixed-use activity center with neighborhood-oriented retail, institutional, residential and office uses.

(b) Eastside Activity Center Zoning District Development Requirements

In the Eastside Activity Center Overlay District, all principal and accessory buildings shall be located and constructed with the requirements listed in Table 403.24.1.

Table 403.24.1
Standards for Eastside Activity Center Overlay District Zoning Districts

	Mixed Use	Mixed Use - Neighborhood Convenience Center	Mixed Use - Employment	Mixed Use - Residential (1-4du/acre)	Mixed Use - Residential (4-8du/acre)	Mixed Use - Residential (8-14du/acre)	Institutional
Building Height	Maximum 60 feet	Maximum 45 feet	Maximum 35 feet	Maximum 35 feet	Maximum 45 feet	Maximum 55 feet	Maximum 55 feet
Floor Area Ratio (F.A.R.)	Non-residential only - 0.20 Mixed use - 0.25	Non-residential only - 0.15 Mixed use - 0.20	No-residential only - 0.40	None	None	None	None
Setbacks	None	None	None	None	None	None	None
Building Limitations	Retail uses shall not exceed 60% of total allowed non-residential floor area	At least 50% of residential dwelling units shall be located above non-residential uses within mixed use buildings	Retail uses must be located in mixed use buildings that also contain non-retail uses. No more than 5% of the total floor area may be used for retail	Non-residential uses within mixed use buildings shall not exceed 30% of the useable floor area of the building *(1)*	Non-residential uses within mixed use buildings shall not exceed 30% of the useable floor area of the building *(1)*	Non-residential uses within mixed use buildings shall not exceed 30% of the useable floor area of the building *(1)*	None

Notes
Individual retail uses within mixed use buildings shall not exceed 3,000 square feet per storefront.

25d

Chapter 404 Use Regulations

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Article 1 General Provisions

404.01 Purpose

This Chapter establishes permitted, limited, accessory and prohibited uses, as well as uses that require special use permits or special exceptions, according to the various zoning districts. Where such uses are allowed within a zoning district but are not permitted by right, applicable standards are established for the use.

404.02 Uses within Planned Development Districts

Within planned development districts, all uses shall be set out within the development order approved by the Board of County Commissioners, in a manner consistent with the Comprehensive Plan and this ULDC.

404.03 Uses within TDR (Transfer of Development Rights) Districts

The uses allowed within the Silvicultural (SLV-TDR) District, the Agriculture (AG-TDR) District, and the Rural Residential (RR-TDR) District will be established at the time that the County officially adopts a transfer of development rights program.

404.04 Uses within Conservation and Preservation Management Areas

The uses allowed within Conservation and Preservation Management Areas shall be set out within the management plan approved for the area, in accordance with the requirements of Chapter 406 of this ULDC.

404.04.5 Uses within Traditional Neighborhood Developments and Transit Oriented Developments

Uses allowed within Traditional Neighborhood Developments and Transit Oriented Developments are listed within the Use Table similar to the Zoning Districts. TND/TOD is not a zoning district. Article 7 of Chapter 407 provides further limitations about the location and design of some uses.

404.04.6 Uses within the Eastside Activity Center Zoning Districts

Uses allowed within the Eastside Activity Center Zoning Districts are identified in Table 405.42.1 of this ULDC.

Article 2 Use Table

404.05 Applicability

Permitted, limited, special, accessory and prohibited uses are established in the use table. The use of all new or existing structures and properties shall conform with the requirements of the use table and with all other applicable requirements of this ULDC.

404.06 Types of Uses

(a) Permitted Use by Right (P)

A "P" indicates a use that is permitted by right. Standards established in this Chapter do not apply to uses that are permitted by right within a particular zoning district.

(b) Limited Use (L)

An "L" indicates a use that is permitted by right, provided that the use meets the additional standards established in this or other referenced Chapters of this ULDC.

(c) Special Exception (SE)

An "SE" indicates a use that is permitted only where approved with a special exception by the Board of County Commissioners in accordance with the procedures in Article 17 of Chapter 402.

(d) Special Use Permit (SU)

An "SU" indicates that a use is permitted only where approved with a special use permit by the Board of County Commissioners in accordance with the procedures in Article 18 of Chapter 402.

(e) Accessory Use (A)

An "A" indicates a use that is permitted as an accessory to a principle use in the respective district. An accessory use is incidental and subordinate to a principle use, and may be subject to additional standards established in this Chapter.

(f) Prohibited Uses (Blank Cell)

A blank cell in the use table indicates that a use is not permitted in the respective district.

(g) Not Applicable (NA)

A "NA" indicates that the permitted location of a use is not determined by zoning district but other factors, including future land use designation.

404.07 Standards for Uses

The "Standards" column on the use table contains cross-references to standards that are applicable to the limited or accessory use, or the use allowed by special exception or special use permit, which is listed in that row.

404.08 Similar Uses

A use not listed in the use table, but possessing similar characteristics, including but not limited to size, intensity, density, operating hours, demands for public facilities such as water and sewer, traffic and environmental impacts, and business practices, may be allowed upon approval by the Director. Such uses will be determined based on the use category tables and definitions in Chapter

410.**Error! Reference source not found.**. Similar uses shall be subject to all requirements of the uses to which they are similar.

404.08.5 Development Review Required

Development plan review may be required for any use authorized under this ULDC in accordance with Chapter 401~~the requirements of §402.39~~ or as expressly required by the standards for a specific use as identified in this Chapter.

Use Categories	Specific Uses	A	A-RB	C-1	RE, RE-1	R-1a, R-1b	R-1b	R-1c	R-2, R-2a, R-3	RMH	RM-1	RP	AP	HW	BP	BR	BR-1	BH	BA, BA-1	BW	IML	IMS, IMP	IMB	TOD/TND	Standards
		Key: P = Permitted Use				L = Limited Use			SE = Special Exception					SU= Special Use					A = Accessory Use		NA = Not Applicable				
AGRICULTURAL AND CONSERVATION USES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Agriculture	Agricultural uses, except as listed below	P	P	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L		404.09404.09
-	Agricultural products processing, packaging and sale, offsite	SE	L	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		404.09(a)404.09(a)
-	Produce/roadside produce stand	L	L	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	-	-	L	404.11404.11
-	Poultry or livestock raising on parcels less than 5 acresAgricultural services	LS E	LP	-	L-	L-	L-	L-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		6.404.12
-	Community GardenAgricultural warehousing or distribution	L-	LS E	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	-		404.13404.13
-	Farmers Market/Poultry or livestock raising on parcels less than 5 acres	L	L	-	L-	-	-	-	-	-	-	-	L-	L-	L-	L-	L-	L-	L-	L-	L-	-	-	L	404.13.5404.4.13
-	Dairy, commercial	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L-	-	-		404.14404.14
	Commercial Livestock Market	SE	P																						
	Private agricultural event center or arena	SE																							404.14.5404.14.5
	Slaughter plant	SE																							
-	Farm machinery and lawn and garden equipment repair	L	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-		404.15404.15
-	Feed & agriculture supply sales	-	P	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-	-		-

Use Categories	Specific Uses	A	A-RB	C-1	RE, RE-1	R1a/b, R-1a	R-1b	R-1c	R-2, R-2a, R-3	RM	RM-1	RP	AP	HR	BP	BR	BR-1	BH	BA, BA-1	BW	BL	MS, IMP	MB	TOD/TND	Standards
		Key: P = Permitted Use L = Limited Use SE = Special Exception SU= Special Use A = Accessory Use NA = Not Applicable																							
–	Hunting camp	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.16
–	Rural conference center	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.17
Agriculture	Rural Kennel, Cattery or Private Animal Shelter	L SE	-	-	L SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.18§404.18
–	Animal Sanctuary	SE	-	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.18,§404.18.6
Agriculture	Farmworker housing	SE	SE		SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE		§404.19§404.19
Conservation	Public Wildlife Refuge	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-
Resource-based Recreation	Resource-based Recreation, except as listed below Public Park or Historic Site	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
	Dock	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L		§404.108
	Hunting or fishing camp	L			L																				§404.109
	Marina																						P SE		§404.110
	Residential recreational camp	SE			SE																		SE		§404.111
Conservation	Public Wildlife Refuge	P			P																				-
	Public Park or Historic Site	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
RESIDENTIAL USES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-
Household Living	Single-family detached dwelling	P	A	P	P	P	P	P	P	-	-	P	-	-	-	-	-	-	-	-	-	-	A-	P	-

Use Categories	Specific Uses	A	A-RB	C-1	RE, RE-1	R1-a, R-1a	R-1b	R-1c	R-2, R-2a, R-3	RM	RM-1	RP	AP	HM	BP	BR	BR-1	BH	BA, BA-1	BW	NL	MS, MP	MB	TOD/TND	Standards
		Key: P = Permitted Use					L = Limited Use			SE = Special Exception				SU= Special Use			A = Accessory Use			NA = Not Applicable					
–	Single-family attached dwelling	-	-	-	-	PL	PL	PL	PL	-	-	PL	-	-	-	-	-	-	-	-	-	-	-	P	404.20
–	Manufactured home	L	A	-	-	-	-	L	-	L	-	-	-	-	-	-	-	-	-	-	-	-	-	-	404.21404.21
–	Mobile home	L	-	-	-	-	-	L	-	L	-	-	-	-	-	-	-	-	-	-	-	-	-	-	404.22404.22
–	Manufactured or mobile home park	-	-	-	-	-	-	-	-	L	-	-	-	-	-	-	-	-	-	-	-	-	-	-	404.23404.23
	Accessory living unit	A	-	-	A	A	A	A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	A	404.24404.24
–	Security quarters	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	404.25404.25
Household Living	Model Home	A				A	A	A	A	A														A	404.26404.26
–	Multiple-family dwelling	-	-	-	-	-	-	-	P	-	-	P	-	-	-	-	-	-	-	-	-	-	-	P	
	Residential over commercial											P	P	P	P	P	P							P	
Group Housing	Assisted living facility	-	-	-	-	-	-	-	L	-	-	L	-	L	-	-	-	-	-	-	-	-	-	L	404.27404.27
–	Nursing home	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	P	-
–	Dormitory	-	-	-	-	-	-	-	P	-	-	-	-	P	-	-	-	-	-	-	-	-	-		-
	Fraternity or sorority house	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-
–	Community residential home, small	L	-		L	L	L	L	L	-	-	L	-	-	-	-	-	-	-	-	-	-	-	L	404.28404.28
–	Community residential home, large	SE	-	-	-	-	-	-	L	-	-	L	-	-	-	-	-	-	-	-	-	-	-	L	404.29404.29
PUBLIC AND CIVIC USES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-
Adult and Child Care	Adult day care	-	-	-	-	-	-	-	L	-	-	L	L	L	L	L	L	L	L	L	L	L	L	L	404.30404.30

Use Categories	Specific Uses	A	A-RB	C-1	RE, RE-1	R1-a&b, R-1a	R-1b	R-1c	R-2, R-2a, R-3	RM	RM-1	RP	A-P	MH	BP	BR	BR-1	BH	BA, BA-1	BW	BIL	IBS, IBP	IMB	TOD/TND	Standards
		Key: P = Permitted Use				L = Limited Use			SE = Special Exception					SU= Special Use				A = Accessory Use			NA = Not Applicable				
	Child care center	A-	A-	-	A	A-	L	A-	L	-	-	L	L	L	L	L	L	L	L	L	L	L	L	L	404.31404.3 1
	Family child care home	L	-	-	L	L	L	L	L	-	-	L	-	-	-	-	-	-	-	-	-	-	-	-	L	404.32404.3 2
	Large family child care home	L	-	-	L	L	L	L	L	-	-	L	-	-	-	-	-	-	-	-	-	-	-	-	L	404.33404.3 3
Educational Facilities	Educational facility, private (pre-K-12)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	SU	404.34404.3 4
	Educational facility, public (pre-K-12)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	L	404.34404.3 4
	Educational facility, vocational, business or technical school, College or University	A-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	-
Community Services	Government Buildings and facilities	SU	SU	SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	P	404.35404.3 5
	Cemetery	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU		404.36404.3 6
	Funeral home	-	-	-	-	-	-	-	-	-	-	SE	-	-	P	-	-	-	-	-	-	-	-	P	404.37404.3 7
	Homeless shelter, principal use	-	-	-	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	404.38404.3 8
	Homeless shelter, accessory	A	A-	-	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	404.39404.3 9
	Soup kitchen, principal use	-	-	-	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	404.40404.4 0
	Soup kitchen, accessory	A	A-	-	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	404.41404.4 1
	Civic organizations and places of worship	L	P	SE	L	L	L	L	L	L	L	P	P	P	P	P	P	P	P	P	P	P	P	P	404.42404.4 2
	Museum	L-	L-	-	L-	L-	L	L-	L-	-	-	L-	L-	-	L-	P	P	P	P	L-	L-	L-	L-	P	404.43404.4 3

Use Categories	Specific Uses	A	A-RB	C-1	RE, RE-1	R1-a, R-1a	R-1b	R-1c	R-2, R-2a, R-3	RM	RM-1	RP	AP	HB	BP	BR	BR-1	BH	BA, BA-1	BW	IL	IMS, RP	MB	TOD/TND	Standards
		Key: P = Permitted Use				L = Limited Use			SE = Special Exception					SU= Special Use			A = Accessory Use			NA = Not Applicable					
Community Services	Commercial Animal Boarding or Training Facility		SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	SE	SE	-	-	404.44404.4 4
	Pet rescue organization	L	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	-	-	L	404.44404.4 4.5
Health and Medical Facilities	Hospital	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
	Medical, dental or ophthalmic office or lab	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	-	P	-
	Medical clinic	SE	L	-	-	-	-	-	-	-	-	L	L	L	L	L	L	L	L	L	-	L	-	L	404.45404.4 6
	Veterinary clinic or hospital	SE	L	-	-	-	-	-	-	-	-	-	L	-	L	L	L	L	L	L	-	L	-	L	404.45404.4 6
	Massage therapist	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	L	L	-	-	-	L	404.47404.4 7
Transportation Terminals	Bus or train station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	SE	SE	-	P	-
	Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-		
	Helicopter landing pad	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	-	SE	-		404.48404.4 8
	Private landing strip	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Utilities	Major Utilities, except as listed below	SE	SE	-	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE		
	Minor Utilities, except as listed below	P	P	-	L	L	L	L	L	L	L	P	P	P	P	P	P	P	P	P	P	P	P	P	404.49404.4 9
	Broadcasting or communications tower	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	SE	SE	-	SE	404.50404.5 0
	Amateur radio tower	A	A	-	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	

Use Categories	Specific Uses	A	A-RB	C-1	RE, RE-1	R1-aa, R-1a	R-1b	R-1c	R-2, R-2a, R-3	RM	RB-1	RP	AP	HM	BP	BR	BR-1	BH	BA, BA-1	BW	IL	IH, IMP	MB	TODTND	Standards
Key: P = Permitted Use L = Limited Use SE = Special Exception SU= Special Use A = Accessory Use NA = Not Applicable																									
Personal Wireless Service Facilities	Personal wireless service facility	L SU	L SU	-	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	L SU	Article 12~~Article 12~~
COMMERCIAL USES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Home-based businesses	Home-based business, general	A	-	-	A	A	A	A	A	A	A	A	-	-	-	-	-	-	-	-	-	-	-	A	~~6404.62~~404.6 2
–	Home-based business, rural	A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		~~6404.63~~404.6 3
Entertainment and Recreation	Entertainment and Recreation, except as listed below	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	P	SE	P	SE	-	-	-	P	-
–	Outdoor recreation	L SE	-	L SE	-	-	-	-	-	-	L SE	-	-	-	-		L SE	L SE	L SE	L SE	-	-	L SE		~~6404.64~~404.6 4
–	Amusement or theme park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	-	-
–	Zoo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	-
–	~~Dock~~	~~L~~	~~L~~	-	~~L~~	~~L~~	-	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	-	-	-	-	-	-	-	-	-	-	-	~~L~~	~~6404.65~~
–	~~Marina~~	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P ~~SE~~		~~6404.66~~
Entertainment and Recreation	Golf course	~~SE~~ P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		~~404.66.5~~
Entertainment and Recreation	Theater or Cabaret, sexually oriented	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	~~L~~	-	-	-	-		~~6404.67~~404.6 7
Food and Beverage	Restaurant	~~L~~ -	~~L~~ -	-	-	-	-	-	-	-	-	-	-	-	-	P-	P	P	P	P	A	A	P	P	~~6404.67.5~~
–	Restaurant, with drive-through	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	L	L	L	L	-	A	-	L	~~609~~
–	Incidental food and beverage sales	-	A	-	-	-	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A	A	A	~~6404.69~~404.6 9

Use Categories	Specific Uses	A-1	A-RB	C-1	RE, RE-1	R1-a, R-1a	R-1b	R-1c	R-2, R-2a, R-3	RM	RB-1	RP	AP	HM	BP	BR	BN-1	BH	BA, BA-1	BW	NL	MS, MP	HB	TODTND	Standards
Key: P = Permitted Use L = Limited Use SE = Special Exception SU= Special Use A = Accessory Use NA = Not Applicable																									
–	Cocktail lounge, bar, tavern or nightclub	-	-	-	-	-	-	-	-	-	E &	-	-	-	-	-P		-P	P	P	-	-	SE	P	-
Business and Professional Services	Business and professional services, except as listed below	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P-	P	P	P	P	P	P	-	P	
–	Bank or financial institution	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P-	P	P	P	-	-	-	-	L	§404.107-
–	Radio or television station, excluding towers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	P	-
Personal Services	Personal Services, except as listed below	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-P	P	-P	P	P	-	-	-	P	-
	Gym or fitness center														P	P		P	P	P	SE			P	
	Indoor sports training facility															P	P	P	P	P	L	L		P	§404.106
	Dance, art or similar studio											P			P	P				P	SE			P	
Overnight Accommodations	Hotel or Motel												-	P	-	P	P	P	P-	-	-	-	SE	L	§404.69.5
–	Bed and breakfast	L		-	L	-L	-L	-	-	-	-	L	-	-	-	-	-	-	-	-	-	-	-	L	§404.7060
	Rooming House	-	-	-	-	-	-	-	P	-	-	P	-	P	-	-	-	-	-	-	-	-	-	-	-
Overnight Accomodations-	RV Park/ Campground	-	-	-	-	-	-	-	-	-	L	-	-	-	-	-	-	-	-	-	-	-	-	-	§404.7140 4.7 1
Retail Sales and Service	Retail Sales and Service, except as listed below	L-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	P	§404.71.5-
Retail Sales and Services—	Neighborhood convenience center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	L-	L-	-	§404.7240 4.7 2
Retail Sales and Services	Convenience store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-L	L	L	L	L	-	-	-L	P	§404.7340 4.7 3
–	Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-	L	-	L	L	L	L	-	-	-	-	L	§404.7440 4.7 4
	Dry cleaners																							L	§404.74.5

Use Categories	Specific Uses	A	A-RB	C-1	RE, RE-1	R1-a,b, R-1a	R-1b	R-1c	R-2, R-2a, R-3	RM	RM-1	RP	AP	MI	BP	BR	BR-1	BH	BA, BA-1	BW	IN, IL	IN/IL, IP	MB	TOD/TND	Standards
Key: P = Permitted Use L = Limited Use SE = Special Exception SU= Special Use A = Accessory Use NA = Not Applicable																									
–	Furniture store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-	-	P	-
–	Media sales and rental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	-	-	L	6404.75404.7 5
	Large-scale retail																	L	L	L				P	6404.75.5640 4.76
	Flea market																		SE						
–	Media, sexually oriented	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	-	-	-	-		6404.67404.8 2
–	Sex shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	-	-	-	-		6404.67404.8 2
Commercial Animal Raising	Commercial Animal Raising	SE																							
Self-Service Storage Facilities	Self-Service Storage Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	-	L	L	L	-	L	6404.76404.7 6
Vehicle Sales and Service	Vehicle sales and service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	SE	-	P	L	L	6404.77404.7 2
	Vehicle and trailer rental																	A	P			P			6404.78
Vehicle Sales and Service	Service station																	P	P	SE				L	6404.78.5
–	Vehicle repair	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	-	P	-			6404.79404.7 9
–	Service station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	SE	-	-	-	L	6404.78
–	Vehicle and trailer rental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-		
	Fuel Sales		A	-	-	-	-	-	-	-	-	-	-	-	-	SE	A	A	A	SE	-	-	A	A	6404.80404.8 0
Outdoor Storage and Display	Outdoor storage	-	A	-	-	-	-	-	-	-	-	-	-	A	-			A	A	A		A	A		6404.81404.8 4
	Outdoor display	-	A	-	-	-	-	-	-	-	-	-	-	-	-	A	A	A	A	A		A	A	A	6404.82404.8 2
INDUSTRIAL USES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Use Categories	Specific Uses	A	A-RB	C-1	RE, RE-1	R-1aa, R-1a	R-1b	R-1c	R-2, R-2a, R-3	RM	RM-1	RP	AP	HM	BP	BR	BR-1	BH	BA, BA-1	BW	ML	MS, MP	MB	TOD/TND	Standards
Key: P = Permitted Use L = Limited Use SE = Special Exception SU= Special Use A = Accessory Use NA = Not Applicable																									
Wholesaling, Warehousing, Storage and Distribution	Wholesaling, Warehousing, Storage and Distribution, except as listed below	SE	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-		404.82.1
	Building supply and lumber sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P		P	-		
	Manufactured and mobile home sales																					P			
	Parking of trucks, recreational vehicles and trailers	AL	A		AL	AL	AL	AL	AL	AL	AL														404.82.5404.82.5
	Storage yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L SE	-		609
Light Industrial	Light Industrial, except as listed below	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	L	404.83.5
	Research, development or experimental lab														L						P	P		P	609
	Heavy machinery and equipment sales and repair	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	P	-		-
	Cab company or limousine service																			P	P	P			
Heavy Industrial	Heavy Industrial, except as listed below	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-		-
	Asphalt or concrete batching plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-		-
Waste-Related Service	Waste-Related Service, except as listed below	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-		
	Junk, salvage or recycled metal yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-		404.85404.85

Use Categories	Specific Uses	A	A-RB	C-1	RE, RE-1	R1-a& R-1a	R-1b	R-1c	R-2, R-2a, R-3	MH	RM-1	RP	AP	MH	BP	BR	SR-1	BH	BA, BA-1	BW	HL	HS, HP	RB	TOD/TND	Standards
		Key: P = Permitted Use				L = Limited Use			SE = Special Exception					SU= Special Use			A = Accessory Use				NA = Not Applicable				
	Solid waste transfer station	L	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	-		§404.86404.86
	Package Treatment Plant	SU	SU	-	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU		§404.87404.87
	~~Spray irrigation~~	~~L~~	~~L~~		~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~		~~§404.88~~
	Land application of biosolids	SE	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.89404.89
	Materials Recovery, Recycling and Composting																					SE			
	Storage, transfer or treatment of hazardous waste	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-		
Mining, Excavation and Fill Operations	Mining, Excavation and Fill Operations	SU	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-				Article 24
Public Fairground	Public Fairground																					L			Article 25

Article 3 Agriculture

404.09 Agricultural Uses

Agricultural uses as the principle use of a property are permitted by right in the A and A-RB districts, and are allowed as limited uses in all other districts only on properties of one acre or more. Growing and processing of agricultural products for personal use is permitted on any property in the unincorporated area. Poultry and livestock raising on parcels less than five acres is subject to the requirements of §404.13 of this Chapter~~five acres or more~~.

(a) Agritourism and Ecotourism Activities

1. Agritourism and ecotourism activities such as tours, farm meals, classes, wildlife observation, workshops and other educational activities are permitted as accessory to an ongoing agricultural use.
   a. An operation offering such activities must have direct access to a public road meeting county standards for sufficient right-of-way, minimum width, stabilization requirements and maintenance.
   b. Any related site alteration or construction of temporary or permanent structures not otherwise required for the ongoing agricultural operation shall be subject to building permit and development plan approval and all applicable development standards in Chapter 407 of this ULDC for that portion of the site proposed for use as part of the agritourism or ecotourism activity.
2. Restaurants may be allowed as accessory to an ongoing agricultural use subject to the standards of §404.67.5 of this Chapter.
3. Bed and breakfast facilities may be allowed as accessory to an ongoing agricultural use subject to the standards of §404.70 of this Chapter.

404.10 Agricultural Products Processing, Packaging, and Sale, Offsite

Offsite agricultural products processing, packaging, and sale is allowed as a limited use in the A, A-RB, BW, ML, MS and MP districts ~~district or may be allowed by special exception in the A district~~, subject to development plan approval and the ~~the~~ following standards, as well as any applicable state or federal regulations.

(a) Sale of Products

1. The extent of sale of products allowed from such processing and packaging activities shall be determined as a condition of development plan approval, not to exceed 20% of the gross floor area of the structure(s).
2. Temporary seasonal sales of agricultural products grown offsite that are not accessory to a processing or packaging use may be approved by the Director in accordance with Chapter 402, Article 25, Temporary Use Permits.

(b) Enclosure of Activities

~~All processing activities shall be housed in enclosed buildings. Processing activities that cannot be conducted within a building may be approved by the reviewing body.~~ Where processing activities are not located within enclosed buildings, a medium density buffer, as defined in Table 407.43.2, shall be provided at the edge of the development area.

(c) Minimum Setbacks

The minimum setback of any structure housing processing activities shall be 200 feet. The reviewing board may approve a setback of as little as 100' where a medium density buffer, as defined in Table 407.43.2 is provided at the property line.

404.11 ~~Roadside~~ Produce Stand

Produce~~Roadside produce~~ stands are allowed as limited uses in the A, A-RB, BR, BR-1, BH, BA, BA-1, and MB districts, and in Traditional Neighborhood and Transit Oriented Developments, subject to the following standards.

(a) A (Agriculture) District

1. Within the A district, sales in a roadside produce stand shall be limited to only those products grown on the site and a limited amount ~~Sale~~ of related value added goods produced in accordance with federal and state regulations and using in part products grown on the ~~off-site. must be approved by special exception pursuant to Section 404.10 above.~~ off-site.
2. Incidental sales of products grown off-site may be allowed within the A district as accessory to the sale of products grown onsite.
3. Seasonal offsite sales of agricultural products within the A district may be approved by the Director on a temporary basis in accordance with Chapter 402, Article 25, Temporary Use Permits.

(b) A-RB (Agriculture-Rural Business) District

Within the A-RB district, produce~~Produce~~ stands are permitted as a principle use or accessory to an existing use for produce and related value added goods grown or produced~~grown~~ on-site or off-site.

(c) Commercial Districts BR, BR-1, BH, BA, BA-1 and MB

Produce stands may be permitted as a principal use or accessory to an existing principle use for produce and related value added goods grown or produced on-site or off-site within the BR, BR-1, BH, BA, BA-1 and MB districts.

(d) Structures and Outdoor Sales Areas

1. Produce may be sold from permanent or temporary structures. All structures both permanent and temporary and outside sales areas must comply with the Building Code and other regulations of the applicable zoning district.
2. The area of a permanent or temporary structure and outdoor sales areas from which products are sold shall not exceed 500 square feet or 20 percent of the existing principal structure, whichever is less. The size and area may be exceeded of approved through the development plan review process.

(e) Signage

1. Produce stands as principal uses. Signage shall be allowed pursuant to Chapter 407, Article 3, Signs.
2. Produce stands as accessory to an existing principal use. Signage shall be limited to two signs, flags or banners located within the property for which the permit is issued. These shall not exceed 16 square feet of surface area, per sign, except that an applicant may choose to have only one sign that is larger, not to exceed 32 square feet of surface area. No additional signs, flags

or banners advertising the produce stand shall be permitted unless exempted by Chapter 407, Article 3, Signs.

(f) Review

1. Produce stands that are permanent structures and/or principal uses on a lot require development plan approval in accordance with Chapter 402, Article 10, Development Plan Review.
2. Produce stands that are temporary structures and accessory to an existing principal use may be approved by the Director. The following information shall be submitted:
   a. A general development plan including property boundaries, access to the site, location of tents or other temporary structures, outdoor sales areas, parking and signs, lighting, utilities, generators and other mechanical equipment, and setbacks of all structures, equipment, and sales areas from adjacent properties.
   b. Plans for sanitation and public health protection including temporary bathroom facilities, inspection of food facilities, drainage, and garbage and litter control, shall be approved by the Director of the Health Department, when applicable.

~~404.12 Agricultural Warehousing or Distribution~~

~~Agricultural warehousing or distribution may be allowed by special exception in the A-RB district, subject to the following standards.~~

~~(a) Permitted Activities~~

~~Warehousing or distribution shall be limited to animal feed and supplies, fertilizers, farm equipment and farm supplies, horticultural or garden items, and bulk food products.~~

~~(b) Outdoor Storage~~

~~Outdoor storage shall be limited to farm equipment and supplies and horticultural and garden items only.~~

~~404.13~~404.12 **Poultry or Livestock Raising on Parcels Less Than Five Acres**

Poultry or livestock raising ~~is~~operations are only allowed on parcels of less than five acres within the A, ~~A-RB~~, RE, ~~or~~ RE-1, R-1aa, R-1a, R-1b or R-1c districts, and in Traditional Neighborhood and Transit Oriented Developments, subject to the following standards.

(a) Livestock Raising on Parcels Less Than Five Acres

~~(a)~~1. **Permitted Activities**

Livestock~~Poultry and livestock~~ permitted in this Section shall be for personal use only, except youth projects such as ~~4-H/~~FFA activities.

~~(b)~~2. **Prohibited Activities**

~~1. Poultry and poultry by-products shall not be sold on the premises.~~

~~2.~~ The commercial raising of livestock~~animals~~ shall be prohibited on parcels less than~~of~~ five acres~~ or less~~.

~~(c)~~3. **Minimum Lot Area**

The minimum lot area shall be one acre.

~~(d)~~4. **Nuisance Prohibited**

The raising of all ~~poultry and~~ livestock shall be done in such a manner as to control obnoxious odors and~~,~~ the breeding of rodents, flies or other insects, so as not to create a nuisance of any kind.

~~(e)~~5. **~~Poultry and~~ Livestock Limitations**

The number of ~~poultry and~~ livestock permitted on parcels less than~~between one and~~ five acres in size shall comply with Table 404.12.1 below.

Table 404.12.~~Table 404.13.~~1
Poultry and Livestock Limits

Type of Animal	Limit	Min Parcel Size
~~Chickens, Poultry and Fowl~~	~~40 per acre~~	~~1 acre~~
Horses and Other Equine Animals	1 per 2 acres~~acre~~	2 acres~~1 acre~~
Cattle	1 cow/calf unit per 1.5 acres~~acre~~	1.5 acres~~ acre~~
Goats and Sheep	10~~6~~ per acre	1 acre
Hogs	1 per acre	1 acre

(b) Poultry Raising on Parcels Less Than Five Acres

1. Permitted Uses
   a. Commercial raising of chickens and other poultry is allowed on parcels one acre or greater only in the A and A-RB districts at a density of 40 per acre.
   b. Up to six chickens may be allowed per single family residence for personal use.
   c. The harvesting of poultry raised onsite may occur only in accordance with applicable federal and state regulations.
2. Prohibitions
   a. The raising of all chickens and other poultry shall be done in such a manner as to control noxious odors and the breeding of rodents, flies or other insects, so as not to create a nuisance of any kind.
   b. Roosters are prohibited in residential districts.
   c. Poultry and poultry byproducts shall not be sold on the premises, except as an accessory to commercial raising in the A and A-RB districts in accordance with federal and state regulations.
3. Enclosures and Setbacks
   a. All chickens raised for personal use shall be housed within covered or fenced enclosures, either movable or stationary.
   b. Chickens kept within fenced areas on lots may be permitted to roam freely during daylight hours, but must be kept within a covered or fenced enclosure from dusk to dawn.
   c. Covered or fenced enclosures for housing the chickens shall be subject to the accessory setbacks established in Chapter 403 for the zoning

district or in Article 7 of Chapter 407 for a Traditional Neighborhood or Transit Oriented Development.

404.13 Community Garden

Community gardens are allowed as a limited use in all zoning districts and in Traditional Neighborhood and Transit Oriented Developments, subject to the following standards and administrative approval by the Department of Growth Management:

(a) Garden Management

Each community garden shall submit a set of operating rules addressing items such as hours of operation, maintenance and security responsibilities. The name and contact information of the garden coordinator and a copy of the established operating rules must be kept on file with the Department of Growth Management.

(b) Site Design

1. The garden must comply with Americans with Disabilities Act design standards for accessible entrance routes and routes among different components of the garden.
2. The site must be designed and maintained so that water will not drain onto adjacent property.
3. Use of the site shall be subject to all standards in this ULDC and to any approved development plan.
4. Fences shall not exceed six feet in height.
5. The following accessory buildings or structures may be permitted on site in conjunction with a community garden:
   a. Greenhouses used for plant cultivation;
   b. Sheds used for tool storage; and
   c. Seasonal farm stands.

(c) Sustainable Practices Encouraged

Site users are encouraged to use sustainable gardening practices, such as organic techniques, and the use of non-organic pesticides is discouraged.

404.13.5 Farmers' Market

Farmers' markets are allowed as a limited use in the A, A-RB, RP, AP, BP, BR, BR-1, BH, BA, BA-1, and BW districts, and in Traditional Neighborhood and Transit Oriented Developments, subject to the following standards.

(a) Compliance

All farmers' markets and their vendors shall comply with all federal, state and local laws and regulations pertaining to the operation and use of the market. Copies of any required operation or health permits must be kept on site by the market manager and/or vendors during all hours of operation.

(b) Development Plan Required

1. **Farmers Market as a Principal Use**

   Farmers markets proposed as a principal use of a site shall be subject to development plan approval by the Development Review Committee to

address issues such as stormwater, parking and circulation, signage and setbacks to adjacent properties.

2. Farmers Market as an Accessory Use

Farmers' markets proposed as an accessory use shall require submission of a revised development plan for existing approved developments or included as part of the development plan for new developments to address issues such as stormwater, parking and circulation, signage and setbacks to adjacent properties.

(c) Sanitation and Health

Plans for sanitation and public health protection including temporary bathroom facilities, drainage, and garbage and litter control, shall be approved by the Public Works Department and Health Department as needed.

404.14 Dairy, Commercial

Commercial dairies may be allowed by special exception in the A district, subject to the following standards.

(a) Industrial Discharge Permit Required

All proposed dairies shall require an approved industrial discharge permit from the Florida Department of Environmental Protection (FDEP). The owner/operator of each dairy shall submit a copy of all correspondence to the FDEP relating to permit applications, permit violations, noncompliance, unauthorized discharges, and any monitoring results to the Alachua County Department of Environmental Protection.

(b) Development Plan Requirements

A commercial dairy must obtain development plan approval through the Development Review Committee (DRC), providing a conceptual site plan and a groundwater monitoring plan.

1. Conceptual Site Plan

Any party requesting a special exception for a dairy shall be required to submit a conceptual site plan developed by a registered professional engineer.

a. The conceptual site plan shall incorporate current FDEP best management practices for dairies and shall include:

i. County tax assessor's parcel numbers, address and legal description for the site of the proposed facility.

ii. Name, address, and telephone number of the owner and operator of the proposed facility.

iii. Total gross acreage of the property, showing the general location of existing and proposed facilities (including buildings, ingress and egress, setbacks, storage areas, holding ponds, surface water features, and disposal areas associated with the proposed dairy). The site plan shall be submitted at an appropriate scale that shows sufficient detail of the proposed facility and site operations.

iv. A description of the existing and proposed disposal areas for wastewater shall be provided. This description should include all disposal areas and/or cropland designated to receive dairy wastes.

b. The conceptual site plan may be altered during the review process.

c. The applicant may submit the nutrient management plan required by the FDEP industrial discharge permit in order to satisfy the requirements of this section if items (i) through (iv) above are addressed.

2. Groundwater Monitoring Plan

If the special exception is approved, a groundwater monitoring plan (GMP) must be submitted for approval by the Development Review Committee (DRC). The applicant may submit a copy of the GMP that may be required by the FDEP industrial discharge permit in order to satisfy the requirements of this section.

a. The DRC shall review the GMP based on soil and aquifer types, size of the proposed dairy, direction and rate of groundwater flow, background water quality, vertical permeability, wastewater volume and surrounding land uses.

Primary and secondary drinking water standards listed in Florida Administrative Code section 62-550 may not be exceeded, except as provided in section 62-28 Florida Administrative Code, and no violations of surface water quality criteria listed in Florida Administrative Code section 62-302 may occur; demonstration of this may be accomplished by appropriate soil, hydrogeologic and hydraulic studies.

b. Zones of discharge shall not extend a distance closer than 150 feet from the applicant's property boundary.

3. Revision of Development Plan

Any major deviation from an approved development plan of a permitted dairy shall require re-submittal for approval through the special exception process.

404.14.5 Private Agricultural Event Center or Arena

Private agricultural event centers or arenas are allowed as a special exception in the A district, subject to development plan approval by the Development Review Committee and in accordance with the following standards.

(a) The minimum lot area shall be five acres.

(b) The site must be served by a paved public road.

(c) A medium-density, 25-foot wide buffer, in accordance with Chapter 407, shall be provided between the facility and adjacent properties. The Development Review Committee may increase this buffer to a 50-foot width where the operation is adjacent to residential uses.

(d) Only those activities or events consistent with the Rural/Agriculture policies of the Comprehensive Plan shall be allowed.

404.15 Farm Machinery and Lawn and Garden Equipment Repair

Farm machinery and lawn and garden equipment repair is permitted by right in the following districts: A-RB, BA, BA-1, MS and MP. Where permitted as a limited use in the A district, a farm

machinery or lawn and garden equipment repair facility shall operate only as a rural home-based business in compliance with the standards of §404.63 of this Chapter.

404.16 RESERVED

404.17 RESERVED

~~**404.16 Hunting Camp**~~

~~A hunting camp, for private or commercial use, may be allowed by a special exception in the A district, subject to the following standards.~~

~~(a) The site for the camp must have at least 500 acres.~~

~~(b) Accommodations for no more than 20 persons may be provided within a hunting lodge or cabins on the premises.~~

~~**(c)(a) Kennels for hunting dogs kept at the site shall meet the applicable standards in §404.18.**~~

~~**404.17 Rural Conference Center**~~

~~A rural conference center may be allowed by a special exception in the A district, subject to the following standards.~~

~~(a) The site must have at least 50 acres.~~

~~(b) Development impact, including, but not limited to, buildings and parking, shall be limited to a maximum of 20 percent of the site. Accessory recreational uses such as jogging trails, playing fields and horse pastures may be located on the remaining acreage.~~

~~(c) Registrants and their families shall be housed in permanent structures complying with adopted building codes~~

~~(d) Access shall be limited to a publicly maintained, paved road.~~

~~(e) Only those registered for conferences, their families and visitors, and conference center staff shall be permitted to use the facilities. The facilities shall be used only in a manner consistent with the conditions of the special exception.~~

~~(f) The applicant shall be required to submit at the time of application a detailed plan, including a statement of purpose, location of proposed buildings with the number of rooms for overnight accommodation, dedicated meeting space, indicating capacity; parking areas; recreational facilities; buffering; water and sewer facilities and capacity; a traffic impact study; and any other information deemed necessary for the evaluation of the request.~~

~~(g) The facility shall be considered a hotel or motel only for purposes of determined Development of Regional Impact (DRI) status. Any proposal which falls within the DRI threshold shall be required to submit a binding letter of interpretation from the Florida Department of Community Affairs regarding the DRI.~~

~~(h) The facility shall comply with Chapter 10D-6, Florida Administrative Code, for septic tanks or shall be served by a central water and sewer facility. A package treatment plant may be permitted upon demonstration that alternative systems of wastewater disposal are not feasible and that there will be no adverse impact on groundwater.~~

404.18 Rural Kennel, Cattery or Private Animal Shelter

A rural kennel, cattery or private animal shelter is allowed as a limited use in the A, RE and RE-1 districts, subject to development plan approval by the Development Review Committee and in accordance with the following standards. Where the total number of domesticated animals exceeds 20, a facility may only be allowed as a special exception, subject to the following standards.

(a) Rural Kennel

1. The minimum lot area shall be five acres.
2. All outdoor areas allocated for use by dogs shall be fenced or walled to safely contain the animals.
3. Structures housing dogs shall be completely enclosed and designed to suppress noise.
4. The structure housing dogs and any outdoor areas allocated for use by such dogs shall be located a minimum of 100 feet from any property line.
5. A medium-density, 25-foot wide buffer, as described in ~~§Section~~ 407.43(b)2, shall be provided between the facility and adjacent properties. The reviewing body may increase this buffer to a 40-foot wide high density buffer where the operation is adjacent to residential uses.
6. Hours of operation, including times for feeding and use of outdoor areas by the dogs, shall be between 7 a.m. and 9 p.m.
7. No rural kennel shall accommodate more than 50 dogs at any one time.
8. Methods of waste disposal and odor abatement shall be detailed as part of the review process.
9. A single family residence shall be allowed on the site.

(b) Rural Cattery

1. The minimum lot area shall be five acres.
2. All outdoor areas allocated for use by the animals shall be fenced or walled to safely contain the animals.
3. Enclosed structures shall be provided such that the animals have access to shelter from the elements.
4. Structures housing the animals and any outdoor areas allocated for use by such animals shall be located a minimum of 100 feet from any property line.
5. A medium-density, 25-foot wide buffer, as described in ~~§Section~~ 407.43(b)2, shall be provided between the facility and adjacent properties. The reviewing body may increase this buffer to a 40-foot wide high density buffer where the operation is adjacent to residential uses.
6. Hours of operation, including times for feeding and maintenance, shall be between 7 a.m. and 9 p.m.
7. No rural cattery shall accommodate more than 125 cats and/or ferrets at any one time.
8. Methods of waste disposal and odor abatement shall be detailed as part of the review process.
9. A single family residence shall be allowed on the site.

(c) Private Animal Shelter

1. No facility shall accommodate more than 50 dogs or 125 cats or ferrets at any one time, unless the applicant provides proof of the facility's nonprofit status as a 501(c)3 and the additional animals are approved by the County Commission as part of the special exception.
2. The minimum lot area shall be five acres. Facilities designed to exceed the thresholds of **1.** shall have a minimum lot area of eight acres.
3. All outdoor areas allocated for use by the animals shall be fenced or walled to safely contain the animals.
4. Structures on the site shall be designed to provide appropriate shelter, noise reduction, and odor prevention, as appropriate for the type of animal and adjacent uses.
5. Structures allocated for housing animals and any outdoor areas allocated for use by such animals shall be located a minimum of 100 feet from any property line.
6. A medium-density, 25-foot wide buffer, as described in ~~§Section~~ 407.43(b)2, shall be provided between the facility and adjacent properties. The reviewing body may increase this buffer to a 40-foot wide high density buffer where the operation is adjacent to existing residential uses.
7. Hours of operation, including times for feeding and use of outdoor areas by dogs, shall occur between 7 a.m. and 9 p.m. Visitation hours for the public may be further restricted by the reviewing body.
8. Methods of waste disposal and odor abatement shall be detailed as part of the review process.
9. A single family residence shall be allowed on the site.

404.18.5 Animal Sanctuary

An Animal Sanctuary may be allowed as a special exception in the A and C-1 districts, subject to the following standards.

(a) In the C-1 district, only those facilities designed to further the conservation objectives of the Comprehensive Plan shall be permitted.

(b) Any required permits for Class I, II or III captive wildlife must first be obtained from the Florida Fish and Wildlife Conservation Commission in accordance with Chapter 68A-6, F.A.C. (see www.myFWC.com), prior to submitting an application for a special exception. A copy of the approved permit must be included with the application packet submitted to the County.

404.19 Farmworker Housing

Farmworker housing may be allowed through special exception in all zoning districts except the C-1, Conservation district, as an accessory use to an agricultural activity for workers employed on a full-time basis, and subject to the following standards.

(a) Types of Farmworker Housing

Farmworker housing may be provided in the form of permanent dwellings or manufactured or mobile homes.

(b) Maximum Density

1. Permanent Dwellings

Permanent farmworker housing shall comply with the density requirements of the zoning district in which the units are located.

2. Manufactured or Mobile Homes

Dwelling units capable of being moved, including manufactured or modular housing, may exceed the density requirement of the zoning district provided that the following requirements are met.

a. Movable farmworker housing shall be accessory to the operation of an intensive agricultural activity.

b. The applicant shall submit the following materials:

i. evidence of a current agricultural ad valorem tax exemption issued by the Alachua County Tax Collector;

ii. an affidavit, signed by the owner or operator of the agricultural activity stating the farmworker housing shall only be used by fulltime employees of that activity; and

iii. a housing removal agreement with a requirement that all housing units shall be removed within 90 days after the agricultural activity has ceased.

Article 4 Household Living

404.20 RESERVED

~~404.20 Single-Family Attached Dwelling~~

~~A single family attached dwelling is allowed as a limited use within the R-1aa, R-1a, R-1b, R-1c, R-2, R-2a, and R-3 districts, subject to the following standards.~~

~~(a) Platted Lot~~

~~Each single family attached dwelling must be located on an individually platted lot, except as provided for roof lines in §407.05, Allowable Projections.~~

~~(b) Common Firewall~~

~~A single family attached dwelling may be constructed with not less than 50 percent of one or more exterior walls attached to the exterior wall of another dwelling unit. This common wall must be constructed to meet firewall requirements in the Building Code.~~

~~(c) Interior Lots~~

~~A single family attached dwelling shall only be located on an interior lot in the R-1aa, R-1a, R-1b and R-1c zoning districts.~~

~~(d) Maximum Number of Attached Units~~

~~Unless approved by the Development Review Committee, a maximum of four units in a row shall be attached. The number of attached units may be increased up to a maximum of eight units for affordable housing developments, or based upon the applicant's demonstration that one or more of the following factors exists:~~

~~1. topographic limitations; or~~

~~2. protection of environmental, natural, historic, paleontological or similar resources.~~

~~(e) Parking and Access~~

~~All required parking spaces shall be provided in a common parking lot, or in an enclosed garage that is attached to the unit, or in a driveway associated with an enclosed garage. Parking in a front or rear yard is prohibited, except in a driveway associated with an enclosed parking garage. Parking may be located in an alley or on street, subject to applicable engineering and public safety requirements.~~

404.21 Manufactured Home

A manufactured home is allowed as a limited use on an individual lot within the A, R-1c, and RM districts, subject to the following standards.

(a) Installation Standards

The installation of all manufactured housing for residential purposes shall comply with the following standards.

Comment [CD1]: This is required by definition of "Dwelling, Single-family Attached

Comment [CD2]: This is a building code requirement

Comment [CD3]: The minimum lot sizes established in Chapter 403 would essentially prohibit the location of attached units next to existing detached dwellings with lots greater than 10,000 sq. ft.

Comment [CD4]: Flexibility should be allowed for the developer to make a decision about the layout of individual units.

Comment [CD5]: Parking standards are established in Chapter 407.

1. Certification

The unit shall be labeled or possess documents certifying construction in compliance with the National Manufactured Housing Construction and Safety Standards Act.

2. Transportation Apparatus

The wheels, axles, tongue, towing apparatus and transporting lights shall be removed prior to final installation of the unit.

3. Foundation Screening

A skirting or a curtain wall shall be installed and maintained to enclose the entire foundation area and all area below the bottom of a unit. The skirting or curtain wall shall be a continuous, complete, opaque and rigid surface that lends permanency to the appearance of the unit and completely screens the crawl space below the unit.

(b) Manufactured Home Storage

1. Storage Permitted

Unoccupied manufactured homes shall be permitted in districts in which the sale and rental of manufactured and mobile homes is allowed or may be stored in a manufactured or mobile home park.

2. Storage in Other Zoning Districts

Manufactured homes not used for living purposes may be stored in any other district provided they are contained within a completely enclosed garage or building.

404.22 Mobile Home

A mobile home is allowed as a limited use on an individual lot within the A, R-1c, and RM districts, subject to the following standards.

(a) Mobile Home Inspection and Certification Requirements

Mobile homes shall comply with the following inspection and certification requirements.

1. Compliance with State Requirements

a. Mobile homes shall be certified in compliance with Chapter 320, Florida Statutes regarding construction, alteration, modification, remodeling and repair of such units; and Section 15C-2.0081, Florida Administrative Code, regarding the repair and remodeling of mobile homes. Certification inspections of any repairs or remodeling shall be made by a licensed manufactured home dealer or a licensed inspection agency.

b. Any fees associated with the certification inspection shall be paid by the owner of the unit.

2. Mobile Home Installation Standards

A mobile home shall not be used as a residence unless the installation complies with each of the following requirements.

a. Every mobile home not placed on a permanent foundation, as defined in Chapter 409, shall be located on an approved support system and be properly anchored in accordance with the manufacturer's specifications

and Chapter 320.8325, Florida Statutes and Chapter 15C-1.010, Florida Administrative Code.

b. Mobile homes which are to be located within an area of special of flood hazard as defined by Chapter 406 of the Alachua County Code related to flood hazards, shall comply with the additional anchoring and elevation requirements of that ordinance.

c. Electrical inspection shall be required and shall comply with the requirements of the National Electrical Code.

d. A building permit shall be obtained prior to the installation of a mobile home on any mobile home park lot or parcel of land within Alachua County. Such permit shall be deemed to authorize placement, erection and use of the manufactured or mobile home only at the location specified in the permit. The building permit shall be posted prominently on the manufactured or mobile home before such manufactured or mobile home is moved onto the site.

3. **Mobile Home Storage**

a. Unoccupied mobile homes shall be permitted in districts permitting the sale and rental of manufactured and mobile homes, or may be parked and stored in a manufactured/mobile home park.

b. Mobile homes not used for living purposes may be stored in any other district provided they are contained within a completely enclosed garage or building.

404.23 Manufactured or Mobile Home Park

A manufactured or mobile home park is allowed as a limited use in the RM district, and shall comply with all requirements in Article 6 of Chapter 403.

404.24 Accessory Dwelling~~Living~~ Units

In the, RE, RE-1, R-1aa, R-1a, R-1b, and R-1c districts, located within the Estate Residential, Low Density, or Medium Density Residential land use designations a single accessory dwelling~~living~~ unit is allowed as an accessory use to a principal structure, without being included in gross residential density calculations. Within the A district in the Rural/Agriculture land use designation, a single accessory dwelling~~living~~ unit may be allowed as an accessory use, but shall be included in the gross density requirements for that district. For all accessory dwelling~~living~~ units, the following standards shall apply.

(a) Location

An accessory dwelling~~living~~ unit may be attached or detached from the principal building.

(b) Style

An accessory dwelling~~living~~ unit in the urban residential districts (RE, RE-1, R-1a, R-1b and R-1c) shall be designed in a similar architectural style as the principal building, except for lots located in the R-1c district where either the primary or accessory dwelling unit is a manufactured or mobile home.

(c) Parking and Access

1. A minimum of one off-street parking space for the accessory dwelling shall be provided on the lot on which the principal building is located.

2. An accessory dwellingliving unit and required parking space shall be served by the same driveway as the principal building.

(d) Standards

Each accessory dwellingliving unit shall comply with all standards applicable within the zoning district, including required setbacks and building height limits.

(e) Owner Occupancy Required

Property owner residency in either the primary or accessory dwelling unit shall be a requirement for permitting of accessory dwelling units.

1. **Existing Residential Areas**

Prior to the issuance of a building permit for the construction of an accessory dwelling unit in an existing residential area, theliving unit, an applicant shall provide proof of homestead exemption status establishingthat establishes ownership and principal residence ofon the lotproperty unless building permits for both units are being applied for together, in which case an affidavit must be submitted stating the property owner intends to reside on the lotintents to reside on the lot. In addition, all applicants must submit proof that a signed affidavit stating the property will not be sold separately has been recorded in the real property records. If the owner of a residence with an accessory living unit does not maintain homestead exemption of the property, kitchen and other facilities for the separate residence shall be removed from the unit.

2. **New Developments**

Prior to the issuance of a building permit for the construction of an accessory dwelling unit (s) in a new development, the applicant shall provide proof of deed restrictions or covenants requiring that an accessory unit may not be inhabited unless homestead status is maintained on the lot.

(f) Building Size

1. **Estate, Low Density, and Medium Density Residential Land Uses**
   a. The living area of the unit shall be a maximum of 40 percent of the principal residence or 800 square feet, whichever is greaterless.
   b. The unit shall be a minimum of 400 square feet of heated area.
   c. The unit shall contain no more than one bedroom.
2. **Rural/Agriculture Land Use**
   a. The living area of the unit shall be a maximum of 50 percent of the principal residence or 1000 square feet, whichever is greater.
   b. The unit shall contain no more than two bedrooms.

(g) Entrance Location for Lots Less Than Five Acres

The entrance to an accessory dwellingliving unit that is attached to a principal residence shall be located along the side or rear of the principal residence. For detached accessory dwellingliving units, the entrance shall be located behind the front building line of the principal building.

(h) Water and Wastewater Services

An accessory dwellingliving unit is required to connect to the central water and sewer system of the principal residence where available, and shall not have separate services. Where central water and sewer service is not available, the accessory dwelling unit shall be required to connect to the septic system and well of the primary residence in accordance with all applicable requirements of the Florida Department of Health andfor an accessory living unit shall meet the residential lot requirements for well and septic, outlined in §407.110.

(i) Subdivision

In the A district in the Rural/Agriculture land use designation, an accessory unit may not be sold separately unless properly subdivided in accordance with Chapter 407, Article 8, Subdivision Regulations.

404.25 Security Quarters

Security quarters are allowed as an accessory use in the RM, RM-1, RP, AP, BP, HM, BR, BR-1, BH, BA, BA-1, BW, ML, MS, MP, and MB districts and in Traditional Neighborhood and Transit Oriented Developments. A single unit may be permitted on the premises of the principal use, subject to the following standards. In addition, security quarters are allowed in the A, A-RB, C-1, RE, RE-1, R-1aa, R-1a, R-1b, R-1c, R-2, R-2a and R-3 districts for government buildings and facilities, subject to developmentsite plan review and the additional standards in subsection (c) of this Section.

(a) Location

A security quarters may be attached or detached from a principal structure and may be a manufactured home.

(b) Standards

Each security quarters shall comply with all standards applicable within the zoning district, including required setbacks and building height limits.

(c) Additional Standards for Government Facilities in Other Districts

a. Property Size

The property on which the principal use is located must be at least five acres.

b. Location and Screening

Where the property is adjacent to existing residential uses or parcels with residential zoning, the appropriate location and screening requirements necessary to minimize impacts to residential areas shall established by the Development Review Committee.

404.26 Model Home

A model home is allowed as an accessory use in the A, RE, RE-1, R-1aa, R-1a, and R-1b, R-1c, R-2, R-2a, and R-3 districts and in Traditional Neighborhood and Transit Oriented Developments, subject to the following standards.

(a) Up to 10 percent of the lots of a development may be used for model homes or temporary parking but in no case shall a development have more than five model homes.

(b) If a sales office is located in the model home, it is restricted to 20 percent of the floor area of the unit.

(c) Permanent, hard surface parking shall not exceed that allowed for similar residential structures within the same development. Temporary parking, such as mulch, may be allowed on the adjoining lot.

(d) One sign, no larger than 7.5 square feet, may be allowed per unit.

(e) When 90 percent of the lots within a development are sold, the home may no longer be used as a model home or office.

Article 5 Group Housing

404.27 Assisted Living Facility

An assisted living facility is allowed as a limited use in the R-2, R-2a, R-3, RP, and HM districts, and in Traditional Neighborhood and Transit Oriented Developments subject to the following standards.

(a) Compliance

An assisted living facility (ALF) shall comply with the requirements of Chapter 400, Part III, Florida Statutes.

(b) Minimum Living Space

A minimum of 300 square feet of indoor living space shall be provided for each occupant of an ALF.

(c) Density Calculation

For purposes of determining the maximum number of ALF units in relation to the Comprehensive Plan future land use classification of residential density ranges, the following density calculations shall apply.

1. For ALFs that are constructed as single-family or multiple-family residential dwellings, 2.5 ALF units shall be the equivalent of one dwelling unit.
2. For ALFs that are operated with congregate living facilities, every four beds shall be the equivalent of one dwelling unit.

404.28 Community Residential Home, Small

A small community residential home, housing six or fewer residents, is allowed as a limited use in the A, RE, RE-1, R-1aa, R-1a, R-1b, R-1c, R-2, R-2a, R-3, and in Traditional Neighborhood and Transit Oriented Developments subject to the following standards.

(a) The home shall not be located within a radius of 1,000 feet of another existing small community residential home.

(b) Such a home shall only be occupied by persons meeting the definition for a resident in F.S. 419.001, and not by persons found by a court to have committed a delinquent act.

(c) The establishment must conform to setback and height regulations for the zoning district.

(d) The home shall be located to assure the safe care and supervision of all clients.

404.29 Community Residential Home, Large

A large community residential home, housing seven or more residents, may be allowed as a special exception in the A district, or as a limited use in the R-2, R-2a, R-3, and RP districts and in Traditional Neighborhood and Transit Oriented Developments subject to the following standards.

(a) The home shall not be located within a radius of 1,200 feet of another existing large community residential home, or within 500 feet of existing areas of single-family zoning.

(b) Such a home shall only be occupied by persons meeting the definition for a resident in F.S. 419.001, and not by persons found by a court to have committed a delinquent act.

(c) The establishment must conform to existing regulations for the zoning district and design standards applicable to multifamily uses.

(d) The home shall be located to assure the safe care and supervision of all clients.

Article 6 Adult and Child Care

404.30 Adult Day Care

Adult day care is allowed as a limited use in the R-2, R-2a, R-3, RP, AP, BP, HM, BR, BR-1, BH, BA, BA-1, BW, ML, MS, MP and MB districts and in Traditional Neighborhood and Transit Oriented Developments, provided that the adult day care center maintains the required licensing from the Florida Agency for Health Care Administration and shall comply with the requirements of Chapter 400, Part V, Florida Statutes.

404.31 Child Care Center

Child care centers, as defined by Chapter 402, Florida Statutes, are allowed as limited uses in the R-1b, R-2, R-2a, R-3, RP, AP, BP, HM, BR, BR-1, BH, BA, BA-1, BW, ML, MS, MP and MB districts and in Traditional Neighborhood and Transit Oriented Developments, subject to the following standards. Within the A, A-RB, RE, RE-1, R-1aa, R-1a, and R-1c districts, child care centers are only allowed as accessory uses to government buildings or facilities, civic organizations, places of worship, or hospitals, subject to the following standards.

(a) Standards for all Child Care Centers

~~(a)~~1. **Licensing**

A child care facility shall be licensed by the Florida Department of Children and Family Services.

~~(b)~~2. **Vehicle Circulation**

In addition to the requirements of Chapter 402, Article 2, an applicant for a child care center shall provide a vehicular circulation plan showing onsite queuing and circulation based upon the location and number of patrons that utilize the facility.

~~(c)~~3. **Recreational Facilities**

Outdoor recreational facilities shall be located in the rear yard for child care centers within residential zoning districts.

~~(d)~~4. **Landscaping**

In addition to the landscaping requirements of Article 4 of Chapter 407, one additional shade tree per 1,000 square feet of outdoor play or activity area shall be installed.

~~(e)~~5. **Setbacks from Residential**

All stationary play equipment, dumpsters, garbage cans or recycling bins, and similar equipment shall be located at least 50 feet from any abutting residential property line and 25 feet from any abutting multi-family residential property.

~~(f)~~6. **Hours of Operation**

Child care centers within residential areas shall not operate between the hours of 7:00 PM and 6:00 AM.

~~(g)~~7. **Parking**

Parking areas for child care centers that are located within the single-family residential districts shall be located to the side or rear of the principal

building. Parking areas for child care centers located within Traditional Neighborhood or Transit Oriented Developments must meet all requirements of Chapter 407, Article 7, Traditional Neighborhood and Transit Oriented Developments.

(b) Additional Standards for Accessory Child Care Centers

~~(b)~~1. **Maximum Building Size**

. The Development Review Committee may approve a ~~maximum size of an accessory~~ child care center as an accessory use to a government building or facility, civic organization, place of worship, or hospital in the A, RE, RE-1, R-1aa, R-1a, and R-1c districts where the building area of the child care center does not exceed the lesser of~~shall be no greater than~~ 5,000 square feet or twenty-five percent of the gross floor area of the principal structure. In these districts, where the child care center, ~~whichever~~ is proposed to exceed these thresholds, the child care center may be approved by Special Exception.

2. Ownership and Operation

An ~~less, and child care centers as~~ accessory child care center must be owned and operated by the operator~~uses shall not exceed twenty-five percent of the gross floor area~~ of the principal use~~structure~~.

404.32 Family Child Care Home

Family child care homes, as defined by Chapter 402, Florida Statutes, are allowed as limited uses in the A, RE, RE-1, R-1aa, R-1a, R-1b, R-1c, R-2, R-2a, R-3, and RP districts, and in Traditional Neighborhood and Transit Oriented Developments subject to the following standards.

(a) Compliance

A family child care home shall comply with all applicable requirements of Chapter 402, Florida Statutes.

404.33 Large Family Child Care Home

Large family child care homes, as defined by Chapter 402, Florida Statutes, are allowed as limited uses in the A, RE, RE-1, R-1aa, R-1a, R-1b, R-1c, R-2, R-2a, R-3, and RP districts, and in Traditional Neighborhood and Transit Oriented Developments subject to the following standards.

(a) Compliance

A family child care home shall comply with all applicable requirements of Chapter 402, Florida Statutes.

Article 7 Educational Facilities

404.34 Educational Facility, Public or Private

Where educational facilities may be allowed as a limited use or special use permit, the following standards shall apply. The determination of whether a facility is a limited use or requires a special use permit depends on the future land use designation of the property, based on Table 404.34.1 below.

(a) Location

1. Public educational facilities

Public educational facilities shall be allowed either as a limited use or by special use permit in all zoning districts except C-1, RM-1, BW, ML, MS, MP, and MB subject to the requirements of Table 404.34.1 below.

2. Private educational facilities

Private educational facilities shall be allowed either as a limited use or by special use permit in all zoning districts except C-1, RM-1, BW, ML, MS, MP, and MB subjects to the requirements of Table 404.34.1 below.

Table 404.34.1
Educational Facilities and Future Land Use Categories

Future Land Use Designation	Public	Private
Low Density Res.	L	SU
Medium Density Res.	L	L
Medium-High Density Res.	L	L
High Density Res.	L	L
Office	SU	L
Commercial	SU	L
Light Industrial		
Heavy Industrial		
Institutional (in Urban Cluster)	L	L
Institutional (not in Cluster)	SU	L
Estate Res.		
Rural/Ag	SU[1]	SU[1]
Rural Cluster	SU	SU
Rural Employment Center	SU	SU
Recreation		
Conservation		
Preservation		
Tourist Entertainment		

[1]New private educational facilities are allowed in the Rural/Ag land use only as accessory uses to government buildings or facilities, civic organizations or places of worship.

3. Facilities in Activity Centers and Special Area Studies

Educational facilities with any land use category designated within activity centers or special area studies shall be allowed as a limited use subject to specific policies within the Comprehensive Plan and the activity center implementing master plans or special area plans located in Chapter 405 of this ULDC.

(b) General Standards

The following standards shall apply to all educational facilities.

1. Accessibility

a. Sites for all schools shall be located on publicly maintained paved roads.

b. Direct access to middle and senior high schools shall be available from a collector or arterial road.

c. All schools shall be linked with surrounding residential areas by bikeways and sidewalks.

d. All schools shall be designed to accommodate public bus transportation and/or other means of public transit.

2. Minimum Setbacks

All buildings shall comply with the yard and setback requirements of the district in which they are located; and, in no case shall be less than 25 feet on the front, 20 feet in the rear, and 10 feet on interior side, and 25 feet on street side.

3. Outdoor Lighting

Any lighting installed for sports facilities or parking areas shall utilize flat glass lenses and house side shields. Illumination levels at any point on the property line adjacent to a residential area shall not exceed 0.5 footcandles. A photometric lighting plan, including specifications for fixtures, shall be required as part of any development plan.

4. Vehicular Circulation

In addition to the requirements of Chapter 402, Article 2, an applicant shall provide a vehicular circulation plan, showing onsite queuing and circulation, vehicle stacking, drop-off areas and interior roads, based upon the location of and number of patrons that utilize the facility.

(c) Additional Requirements for Private Educational Facilities

In addition to the standards specified above, the following standards shall apply to all private educational facilities.

1. Hours of Operation

No activities shall be conducted on-site between the hours of 11:00 PM and 6:00 AM unless approved otherwise as part of a special use permit.

2. Additional Buffering

All private facilities shall meet the landscape buffer requirements in Article 4, Landscaping, of Chapter 407. For facilities serving 100 or more students, a minimum 25-foot wide medium-density buffer shall be maintained along any boundaries adjacent to residential areas or as required by Chapter 407, whichever is greater.

Article 8 Community Services

404.35 Government Buildings and Facilities

Government buildings and facilities may be allowed by a special use permit in all zoning districts. In any district except A, A-RB, C-1, or RM-1, such buildings or facilities may be allowed as limited uses, provided that the site is located within an Activity Center or in a Traditional Neighborhood or and Transit Oriented Development. In these cases, no special use permit shall be required.

404.36 Cemetery

Unless exempted from regulation by Florida Statutes, Chapter 497, Section 260, a cemetery may only be allowed by special use permit in all zoning districts, provided that it complies with all applicable requirements in Chapter 497, Florida Statutes.

404.37 Funeral Homes

Funeral homes are permitted by right in the BP district and in Traditional Neighborhood and Transit Oriented Developments. In the RP district, where a funeral home may be allowed by special exception, the following standards shall apply.

(a) Permitted Services

No embalming and crematory services shall be permitted.

(b) Building Size and Height

1. Within Traditional Neighborhood Development or Transit Oriented Development, the building shall meet the design standards of Chapter 407, Article 7.
2. In the RP district, the gross leasable area of the funeral home shall not exceed 7,000 square feet and the building height shall not exceed two stories. Where the funeral home is adjacent to properties zoned single-family residential, the maximum building height shall not exceed one story.

404.38 Homeless Shelter, Principal Use

Homeless shelters as a principal use may be allowed by special use permit in every district except for A, A-RB, and C-1, subject to the following standards.

(a) Minimum Lot Size

The minimum lot area shall be one acre when located within the Urban Cluster, and 3 acres when located outside of the Urban Cluster.

(b) Required Setbacks

All principal and accessory buildings shall meet the required setbacks for the zoning district.

404.39 Homeless Shelter, Accessory

In any district except for C-1, homeless shelters are allowed as accessory uses to government buildings or facilities, civic organizations, places of worship, or hospitals, subject to the following standards.

(a) Maximum Number of Clients

The overnight accommodations capacity of an accessory homeless shelter shall not exceed 15 clients, except in emergency periods such as extended cold weather or natural disaster.

(b) Meal Services

An accessory homeless shelter may only offer meal services to persons currently residing in the shelter.

(c) Maximum Building Size

The maximum size of an accessory homeless shelter shall be the lesser of 2,500 square feet or twenty-five percent of the gross floor area of the principal structure.

404.40 Soup Kitchen, Principal Use

Soup kitchens as a principal use may be allowed by special use permit in every district except for A, A-RB, and C-1, subject to the following standards.

(a) Minimum Lot Size

The minimum lot area shall be one acre when located within the Urban Cluster, and 3 acres when located outside of the Urban Cluster.

(b) Required Setbacks

All principal and accessory buildings shall meet the required setbacks for the zoning district.

(c) Hours of Operation

The hours of operation for a principal soup kitchen shall be limited to between 7 a.m. and 8 p.m.

404.41 Soup Kitchen, Accessory

In any district except for C-1, soup kitchens are allowed as accessory uses to government buildings or facilities, civic organizations, places of worship, or hospitals, subject to the following standards.

(a) Maximum Number of Clients

The service capacity of an accessory soup kitchen shall not exceed 25 clients, except in emergency periods such as extended cold weather or natural disaster.

(b) Maximum Building Size

The maximum size of an accessory soup kitchen shall be the lesser of 2,500 square feet or twenty-five percent of the gross floor area of the principal structure.

(c) Hours of Operation

The hours of operation for an accessory soup kitchen shall be limited to between 7 a.m. and 8 p.m.

404.42 Civic Organizations and Places of Worship

Civic organizations and places of worship are allowed as permitted uses in the A-RB, RP, AP, HM, BP, BR, BR-1, BH, BA, BA-1, BW, ML, MS, MP and MB districts and in Traditional Neighborhood and Transit Oriented Developments. They are also allowed as limited uses in the A, RE, RE-1, R-1aa, R-1a, R-1b, R-1c, R-2, R-2a, and R-3 districts, subject to the following standards. Civic organizations and places of worship may be allowed only by special exception in the C-1 district, and subject to the following standards.

(a) Minimum Lot Size

The minimum lot area shall be one acre when located within the Urban Cluster or Rural Clusters, and 3 acres when located outside of the Urban Cluster or Rural Clusters.

(b) Required Setbacks and Building Standards

All principal and accessory buildings shall meet the required setbacks and other building standards for the zoning district.

(c) Buffering

Buffering and screening shall be provided from adjacent land uses pursuant to the requirements for the multifamily residential districts (R-2, R-2a, R-3) in §407.43(b), Project Boundary Buffers, of Chapter 407, General Development Standards.

(d) Parking

Parking areas for civic organizations and places of worship within the residential districts shall be located to the side or rear of the principal building.

(e) Access

All civic organizations and places of worship shall be located on a paved, publicly-maintained road. Properties separated from a paved, publicly-maintained road by a utility right-of-way shall be considered to be located on the publicly-maintained road for purposes of this section provided proof of legal access across the utility right-of-way is provided.

404.43 Museum

Museums are allowed as a permitted use in the BR, BR-1, BH, BA, and BA-1 districts and in Traditional Neighborhood and Transit Oriented Developments. They are also allowed as a limited use in A, A-RB, RE, RE-1, R-1aa, R-1a, R-1b, R-1c, R-2, R-2a, R-3, RP, AP, BP, BW, ML, MS, MP and MB districts if the type of museum is consistent with other uses allowed in the district.

404.44 Commercial Animal Boarding or Training Facility

Commercial animal boarding or training facilities may be allowed by special exception in the A-RB, BH, BA, BA-1, ML, MS and MP districts, subject to site plan approval by the Development Review Committee and the following standards.

(a) The minimum lot area shall be two acres.

(b) The structure housing the dogs or other domesticated animals shall be completely enclosed and designed to suppress noise. Noise from the boarded animals at the property line shall be subject to the noise regulations in Chapter 110 of the Alachua County Code.

(c) The structure housing the dogs or other domesticated animals and any outdoor areas allocated for use by such animals shall be located a minimum of 50 feet from any property line and 200 feet from any residential zoning district.

(d) At minimum, a medium-density, 25-foot wide buffer, in accordance with Chapter 407, shall be provided between the facility and adjacent properties.

(e) Use of outdoor areas by the animals shall occur no earlier than 7 a.m. and no later than 9 p.m.

(f) Overnight boarding shall be limited to no more than 30 consecutive days.

404.45 Pet Rescue Organization

Pet rescue organizations are allowed as a limited use in the A, BR, BR-1, BH, BA and BA-1 districts and in Traditional Neighborhood and Transit Oriented Developments, subject to development plan review by the Development Review Committee and in accordance with the following standards.

(a) The structure housing the animals shall be completely enclosed and designed to suppress noise. Noise from boarded animals at the property line shall be subject to the noise regulations in Chapter 110 of the Alachua County Code.

The structure housing the animals and any outdoor areas allocated for use by such animals shall be located a minimum of 25 feet from any property line in the commercial districts (BR, BR-1, BH, BA or BA-1) and 100 feet from any property line in the Agriculture (A) district.

(b) Hours of operation, including times for feeding and use of outdoor areas by the animals, shall occur between 7 a.m. and 9 p.m.

(c) No facility shall accommodate more than 50 dogs or 125 cats or ferrets at any one time unless the additional animals are approved by the County Commission as a special exception.

(d) Any facility where the animals are boarded overnight shall be considered a private animal shelter and shall be subject to the permitted districts and standards in §404.18 of this Chapter.

Article 9 Health and Medical Facilities

404.45 Medical Clinic

A medical clinic is allowed as a limited use in the A-RB, RP, AP, BP, HM, BR, BR-1, BH, BA, BA-1, BW, MS, and MP districts and in Traditional Neighborhood and Transit Oriented Developments, subject to the following standards. Medical clinics may be allowed by special exception in the A district, subject to the following standards.

(a) Permitted Activities

Except for medical emergency purposes, overnight facilities for patient care are prohibited.

(b) Permitted Location

A clinic may be located in a freestanding building or in a multiple tenant building.

(c) Maximum Building Size

An outpatient clinic shall not exceed 10,000 square feet.

404.46 Veterinary Clinic or Hospital

A veterinary clinic or hospital is allowed as a limited use in the A-RB, AP, BP, BR, BR-1, BH, BA, BA-1, BW, MS and MP districts and in Traditional Neighborhood and Transit Oriented Developments, subject to the following standards. A veterinary clinic or hospital may be allowed by special exception in the A district, subject to the following standards.

(a) Any veterinary clinic or hospital that provides boarding facilities shall provide a structure that is completely enclosed and designed to suppress noise.

(b) Outdoor areas shall only be allowed for facilities located on a minimum of two acres.

(c) All outdoor areas allocated for use by the animals shall be fenced or walled to safely contain the animals.

(d) The structure housing the animals and any outdoor areas allocated for use by such animals shall be located a minimum of 50 feet from any property line and 200 feet from any residential zoning district.

404.47 Massage Therapist

In the BP, BR, BR-1, BH, BA, BA-1, and BW districts and in Traditional Neighborhood and Transit Oriented Developments, a massage therapist or other establishment operated or staffed by one or more massage therapists is allowed as a limited use, subject to the following standards.

(a) Licensing

1. The establishment shall be licensed by the Board of Massage Therapy in accordance with the Florida Massage Therapy Practice Act, as codified at Fla. Stats. Sect. 480.031 *et seq.*
2. Any massage therapists shall be licensed by the Board of Massage Therapy.
3. A massage therapist shall maintain posted on-premises copies of the licenses of the therapists who provide services at the establishment.

(b) Violation

There shall be a rebuttable presumption that any therapist who is not licensed and any facility that does not have posted on its premises licenses of massage therapists

who provide services there, is operating in violation of this Section and subject to enforcement action and penalty under Chapter 409, in addition to any violation of the Massage Therapy Practice Act.

(c) Massage Education

Nothing in this Section shall be construed to limit the operation of a massage school in accordance with the applicable provisions of the Massage Therapy Practices Act or the provision of clinical experience to students of a massage school in a setting consistent with the provisions of the Massage Therapy Practices Act.

Article 10 Transportation Terminals

404.48 Helicopter Landing Pad

A helicopter landing pad may be allowed by a special exception in the HM, ML, MS, and MP districts, provided that it complies with the Federal Aviation Administration and National Fire Protection Association guidelines for heliport design, and only as an accessory to an existing or approved hospital, institutional, or industrial facility.

Article 11 Utilities

404.49 Minor Utilities

Except as follows and in the C-1 district, Minor Utilities are permitted in all zoning districts and in Traditional Neighborhood and Transit Oriented Developments. In the RE, RE-1, R-1aa, R-1a, R-1c, R-1b, R-2, R-2a, R-3, RM, and RM-1 districts, minor utilities such as lift stations and telephone exchanges are considered limited uses, and must be completely screened or enclosed within these residential districts and in TNDs and TODs.

404.50 Broadcasting or Communications Tower

Broadcasting or communications towers may be allowed by special exception in the A, BH, BA, BA-1, BW, ML, MS, and MP districts and in Traditional Neighborhood and Transit Oriented Developments, subject to the following standards.

(a) Broadcasting or communications towers shall be located on the lot in such a manner that, in the event of collapse, the tower and supporting devices shall be contained within the confines of the property lines.

(b) Tower supports, peripheral anchors, guy wires, or other supporting devices shall be located no closer than five feet from any property line.

(c) All towers shall comply with the airport impact overlay district restrictions in Chapter 405, Article 7 of this ULDC.

(d) Towers exceeding 200' in height are required to perform a pre-application visual impact analysis, according to §404.56(c) of this Chapter.

Article 12 Personal Wireless Services Facilities

404.51 Purpose and Intent

Personal wireless service facilities may be allowed by special use permit in all districts but C-1. In order to obtain a special use permit, such facilities shall meet the standards for location, siting and design established in this Article. The goals are to: (1) allow for alternative types of PWSFs in any location pursuant to the standards; (2) encourage the use of existing structures, including but not limited to, rooftops, utility poles, church steeples and existing towers for deploying PWSFs; (3) discourage the construction of new PWSF towers; (4) expedite the review process for those applications choosing the least intrusive alternative of deploying PWSFs; (5) encourage users of towers to locate, site and design them in a way that minimizes the adverse visual impact of the towers and associated equipment; (6) enhance the ability of the providers of personal wireless services to provide such services to the community quickly, effectively, and efficiently; and (7) to promote compatibility of PWSFs with surrounding land uses, and protect the attractiveness, health, safety, and general welfare of the community.

404.52 Applicability

(a) Pre-existing Facilities

A PWSF for which a permit has been issued prior to the effective date of this Unified Land Development Code or which lawfully existed because no permit was required at the time the PWSF was constructed shall be deemed a permitted use, subject to the conditions of an applicable permit. When an unlawful PWSF is identified by Alachua County, the unlawful PWSF must obtain a separate permit, even when (1) sharing a legal mount, (2) already in operation, and (3) duly licensed by the Federal Communications Commission. Such unpermitted PWSFs will be considered out of compliance with this Article and subject to abatement. The issuance of permit renewals or other new permits for such facilities shall be in accordance with the provisions of this Article.

(b) Damaged or Destroyed Facilities

Damaged or destroyed PWSF towers may be rebuilt in compliance with the applicable provisions of Chapter 408, Nonconformities, and in compliance with the terms of this Article. Towers that are maliciously damaged or destroyed may be repaired or rebuilt at the same location provided the appearance of the tower is not changed. In the event the County declares the effects of damage or destruction to be a state of emergency, the County may waive the requirements of this paragraph to permit the expeditious re-construction of the damaged or destroyed facility.

(c) Amateur Radio Facilities

This Article shall not govern the installation of any amateur radio facility that is owned and operated by a federally-licensed amateur radio station operator.

(d) Unlawful Structures, Towers, or Personal Wireless Service Facilities

No issuance of any permit under this Article shall occur for a request to co-locate, attach, or share an existing PWSF site or structure when such existing site or structure is found to have one or more PWSFs without permits and/or any structure is found to lack one or more building, electrical or any other permit required by the Alachua County Office of Codes Enforcement and the laws that Office is authorized to implement and enforce.

(e) Relationship to Other Regulations

The PWSF regulations shall supersede conflicting requirements contained in the Alachua County Unified Land Development Code regarding the siting and permitting of PWSFs, except that in the event of a conflict with provisions of the Airport Impact regulations in Chapter 405, Article 7 of this ULDC, the more stringent requirement shall apply.

404.53 Specification of Land Use Classifications

Personal wireless service facilities shall be a permitted use or a special use in all land use designations on the Future Land Use Map of the Alachua County Comprehensive Plan and pursuant to the policies of the Alachua County Comprehensive Plan, provided that such PWSFs comply with the standards of this Article and the permits under which PWSFs are regulated.

404.54 Tiered Permit Process and Standards

All PWSF applications shall be processed according to the following Tiers:

(a) Tier One

Tier One applications are subject to local building regulations and any existing permits, including special use permits, or agreements for the property or existing structure. There are five categories of Tier One applications:

1. Placed on New or Existing Utility Poles

Close-mounted or concealed PWSF antennas on new or existing utility poles (telephone poles, utility distribution and transmission poles, light poles, streetlights and traffic signal stanchions) no more than 20 feet taller than the existing structure.

a. Ground-mounted accessory equipment in the public road right-of-way shall be placed underground or be no more than four feet in height. If the accessory equipment is not placed underground, the compound shall be no more than 100 square feet and shall be concealed by a row of shrubs. Zoning district setback requirements shall not apply to accessory equipment located in the road right of way. All cables between the pole and the accessory equipment shall be placed underground. A right-of-way permit shall be obtained for a PWSF where equipment will be placed in the public right-of-way.

b. Ground-mounted accessory equipment to serve PWSF antennas on utility poles within road rights of way may be located outside of the road right of way. If such equipment is located underground or does not exceed a total of 100 square feet, a height of four feet and is screened by a row of shrubs, such equipment may be located within the zoning district setbacks. If these requirements cannot be met, the equipment must meet primary structure setbacks and requirements.

2. Co-locations on Existing Towers

Antennas co-located with an existing PWSF of a design and configuration consistent with all applicable regulations, restrictions or conditions, if any, applied to the initial antenna array placed on the PWSF tower. Any regulation, restriction or condition that limits the number of collocations or require a review process inconsistent with this Section shall not apply. As part

of such co-locations, new accessory equipment shall be allowed within the existing compound.

3. **Concealed In Existing Structures**

PWSFs that are completely concealed within existing structures.

4. **Placed on Other Non-tower Structures**

PWSFs mounted on structures that are not towers or utility poles, that do not project more than 10 feet above the height of the structure and that are not on historic structures or structures within historic districts. If the antenna is a concealed PWSF antenna, the height may be up to twenty (20) feet above the height of the structure.

5. **Tower Replacement**

a. Replacement of existing towers, conforming or lawfully nonconforming, with replacement towers that:

i. do not increase the height of the existing tower;

ii. will be located within 50 feet of the location of the existing tower; and

iii. are of a monopole or concealed tower design or, if the tower to be replaced is a concealed tower, the replacement tower will be of a similar concealed design.

b. Such replacements shall be subject to Administrative Development Approval as found in §402.47.

(b) Tier Two

Applications for new PWSFs that meet the following criteria shall be considered for Tier Two review. If the application is determined to be a Tier Two, development plan review and approval, as found in Chapter 402, Article 10, is required before building permits may be obtained.

1. **Co-locations Not Meeting Tier One criteria**

This category is limited to co-locations that do not completely meet the Tier One criteria. If only a portion of a co-location does not qualify as a Tier One, where all other portions of the co-location do qualify, that portion of the co-location only shall be reviewed as a Tier Two and the rest of the co-location shall be reviewed as a Tier One.

2. **Concealed Towers**

This category is limited to applications for new concealed towers that

a. are located within non-residential land uses, and

i. are 150 feet or less in overall height in the Rural/Agriculture, Light Industrial or Heavy Industrial land use categories;

ii. are 120 feet or less in overall height in the Commercial, Commercial Enclaves, Rural Commercial, Rural Employment Center, Rural Community Employment Center, or Tourist/Entertainment land use categories;

iii. are 100 feet or less in overall height in the Institutional land use category;

b. are located at least two times the overall height of the tower from the property lines of any nearby property with an Urban Residential land use designation or with a residence on it;

c. are not located in preservation areas, conservation areas, or passive recreation areas of County Parks as defined by this ULDC and the Comprehensive Plan.

d. are not located on a historic property or historic resource as defined by this ULDC and the Comprehensive Plan.

e. are located at least three times the overall height of the tower from any designated scenic road or corridor or roads designated Old Florida Heritage Highway.

3. **Monopole Towers**

This category is limited to applications for new monopoles that:

a. are located within non-residential land uses, and

i. are 120 feet or less in overall height in the Rural/Agriculture, Light Industrial or Heavy Industrial land use categories;

ii. are 80 feet or less in overall height in the Office, Commercial, Commercial Enclaves, Rural Commercial, Rural Employment Center, Rural Community Employment Center, Activity Centers or Tourist/Entertainment land use categories; and

iii. are 80 feet or less in overall height in the Institutional land use category;

b. are located at least three times the overall height of the tower from the property lines of any nearby property with an Urban Residential land use designation or with a residence on it;

c. are located at least one times the overall height of the tower from the property lines of all dissimilar land use districts;

d. are not located in preservation areas, conservation areas, or passive recreation areas of County Parks as defined by this ULDC and the Comprehensive Plan;

e. are not located on a historic property or historic resource as defined by this ULDC and the Comprehensive Plan;

f. are located at least three times the overall height of the tower from any designated scenic road or corridor or roads designated Old Florida Heritage Highway; and

g. use close-mount antennas.

(c) **Tier Three**

Those applications not consistent with Tier One or Tier Two standards shall be reviewed as Special Use Permits, as found in Chapter 402, Article 18, Special Use Permits. Tier Three reviews are subject to the following review criteria:

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 §404.56(c).
   b. 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.
   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.
   d. Lighted towers using guy-wires are prohibited in Conservation areas as defined by this ULDC and the Comprehensive Plan.
   e. Proposed PWSFS should not be visible from any designated scenic road or corridor or roads designated Old Florida Heritage Highway.
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.

(d) Development Standards for Tier Two and Tier Three

All applications for Tier Two or Tier Three review 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.

404.55 Submittal Requirements for Tier Two and Tier Three Applications

In addition to the information required for all development applications as found in Chapter 402, Article 10, all applicants shall submit the following information, as applicable, as part of an application for a PWSF.

- **(a)** A licensed carrier must either be an applicant or a co-applicant and authorization to act on behalf of the carrier must be submitted.
- **(b)** Co-applicants may include the landowner of the subject property, licensed carriers and tenants for the PWSF.
- **(c)** Copy of the FCC License (Radio Authorization Form)
- **(d)** Evidence of compliance with applicable FAA requirements under 14 C.F.R. s. 77, as amended. This may be in the form of a copy of the FAA Notice of Proposed Construction.
- **(e)** For applications for ground-mounted facilities, proposed site plan, no larger than 24" by 36" with an 8 ½" by 11" reduced copy. Site plans should include the following:
  1. The entire subject property with the lease parcel fully dimensioned, including property lines, setbacks, roads (public and private) on or adjacent to the subject property and easements proposed to serve the PWSF.
  2. Outline of all existing buildings, including purpose (e.g., residential buildings, garages, accessory structures, etc.) on subject property.
  3. Proposed location of antenna, tower, and equipment facilities.
  4. Proposed security barrier, indicating type and extent as well as point of controlled entry.
  5. Proposed and existing access easements, utility easements, and parking for the PWSF.
  6. All proposed changes to the subject property, including grading, vegetation removal, temporary or permanent roads and driveways, stormwater management facilities, and any other construction or development attendant to the PWSF.
  7. Scaled elevation drawing of proposed PWSF including all towers, antennas, equipment buildings, fencing, and landscaping.
  8. A map to scale showing the subject property and all properties within a distance of 1,000 feet of the subject property boundary, the location of and distances to all buildings, including accessory structures, and the Future Land Use designation and Zoning District of all properties shown. An aerial enhanced with the required information may be used to satisfy this requirement.
- **(f)** Information showing all private aircraft landing facilities registered by the Florida Department of Transportation that are within one mile of the proposed PWSF.
- **(g)** A statement certifying that, as proposed, the PWSF complies with Alachua County Airport Impact Zoning Regulations in Article 7 of Chapter 405.
- **(h)** A fall zone certificate from a licensed structural engineer or evidence satisfactory to the County that the tower and attached PWSFs will not pose a material danger from collapse or debris fall to habitable structures or outdoor areas where people congregate.

404.56 Additional Requirements for Tier Three Applications

In addition to the requirements above, an applicant for a Tier Three review shall submit the following information:

(a) Detailed Description of Request

Description of request including why the request is consistent with the County's Comprehensive Plan and the Unified Land Development Code.

(b) Neighborhood Workshop

For all Tier 3 applications, the Applicant must conduct a neighborhood workshop pursuant to Article 5, Neighborhood Workshops in Chapter 402 of this ULDC.

(c) Visual Impact Analysis Report

1. The Applicant shall provide a line-of-sight analysis, including elevation views of the proposed tower. The line-of-site analysis shall include a description of significant natural and manmade features that affect the buffering of the potential visual impact of the proposed structure.
2. The Applicant shall submit photo simulations from a minimum of four views identified on the site plan or aerial map of the surrounding area from locations determined at the preapplication review. These views shall incorporate before and after scenarios, a scaled color image of the proposed type of tower, an aerial image with the location of the views noted, and a description of the technical approach used to create the photo simulations.
3. Upon receipt of the Visual Impact Analysis Report, staff may require the Applicant to conduct a Visual Impact Demonstration consisting of a two hour balloon test, which shall demonstrate the maximum height of the proposed PWSF facility. During the test, County staff shall be provided access to the parcel for the purpose of observing and photographing the test from several locations surrounding the PWSF site. Staff will evaluate the photosims in the visual impact analysis report based on the balloon test. If the photosims are not clearly representative of the proposed PWSF, staff shall produce, or have produced by an independent consultant, additional photosims at the applicant's expense.

(d) RF Information

To verify that the proposed height of the tower or antennas is necessary to provide the carrier's designed service, the following RF information shall be submitted:

1. Areas to be served by the PWSF.
2. Relationship to the carrier's other PWSFs existing or currently in review by Alachua County.
3. Technical data concerning the proposed facility and each existing, authorized, pending, and proposed adjacent cell site:
   a. Primary frequency band;
   b. Site name or other reference;
   c. Latitude and longitude (NAD 83 or WGS 84) of the tower; and
   d. Site elevation (amsl).
4. For each proposed and each adjacent cell omni, microwave and sector antenna:

a. Manufacturer;
b. Model number;
c. Frequency band (if not primary frequency band);
d. Height of antenna radiation center (agl);
e. Maximum effective radiated output power (specify units);
f. Azimuth of main lobe (degrees east of north Nxxx E);
g. If used, mechanical and electrical beam-tilt parameters; and
h. Other additional information as may be required to technically verify an applicant's assertions.

(e) Fees

The fee for PWSF special use permit applications shall include the costs of retaining independent technical consultants and experts to properly evaluate the proposed PWSFs. This may include an independent RF evaluation and the preparation of photo simulations of the proposed site.

404.57 Completeness Review

(a) Within 20 business days of receipt of an application for a PWSF, County staff shall determine if the application form has been completed and if all required items have been submitted.

(b) If County staff determines that the application form is not complete and/or if all required items have not been submitted, the County staff shall send the applicant a Letter of Incompletion stating that the application is incomplete and cannot be considered by the County. The Letter of Incompletion shall list those items that are incomplete or missing. The applicant may choose to resubmit a completed application or withdraw the application and request a refund of application fees.

(c) If the applicant resubmits materials to make the application complete, County staff shall review the resubmitted materials and determine if the application is now complete. If the application is still not complete, County staff shall send the applicant another Letter of Incompletion indicating the remaining deficiencies, within normal review timeframes, but in no case longer than 20 business days after the materials are resubmitted.

(d) After issuance of the Letter of Incompletion, if the applicant does not complete the application form and submit all required items within sixty (60) days of mailing of the Letter of Incompletion, nor withdraws the application by the date specified, the County shall notify the applicant that the application is closed and any fees paid are nonrefundable.

(e) If County staff does not notify the applicant in writing that the application is not complete within 20 business days after the application is initially submitted or additional information is resubmitted, the application is deemed, for administrative purposes only, to be properly complete.

(f) When the application form is complete and all required items have been submitted, the County staff shall send the applicant a Letter of Completion and begin processing the application.

404.58 Review Timeframes

(a) Tier One

Applications for Tier One co-locations shall be reviewed within the normal time frames for similar building permits, but in no case later than 45 business days after the date the application is determined to be properly completed, as provided in §404.57. All other Tier One applications shall be reviewed within the normal time frames for similar building permits but in no case later than 90 business days after the date the application is determined to be properly completed.

(b) Tier Two and Tier Three

1. The County shall review and grant or deny each properly completed application for Tier Two or Tier Three review within the normal timeframes for a development plan approval or a Special Use Permit, as applicable, but in no case shall the review and decision on the application take more than 90 business days from the date the application is determined to be properly complete, in accordance with §404.57.
2. If the County does not grant or deny a properly completed application for a PWSF within the timeframes set forth in this subsection and subsection (a), the application shall be deemed automatically approved and the applicant may proceed with the next level of review or, if no additional levels of review are required, with the placement of the PWSF without interference or penalty.
3. For Tier Three applications only, the 90 business day timeframe may be extended if the hearing on the special use permit before the Board of County Commissioners, following the review process and timeframe applicable to all special use permits for all uses, cannot reasonably occur within the 90 business days. Under such circumstances, the Board of County Commission must either grant or deny the application at its next regularly scheduled meeting after the 90 business days have expired or the application shall be deemed automatically approved.
4. If during the review period the application is significantly amended, unless the review timeframe is waived by both the applicant and the County, it shall be considered a new application and a new 90-day review period will be established.
5. These timeframes may be waived if a waiver is voluntarily agreed to by the applicant and the County. A one-time waiver may be required by the County in the case of a declared local, state, or federal emergency, which directly affects the permitting activities of the County, for the length of that emergency.

404.59 PWSFs at Public Sites

Alachua County shall work with carriers to facilitate the siting of PWSFs on County-owned or other publicly-owned property, by identifying existing structures, the appropriate contact persons, and the appropriate leasing procedures.

404.60 Inspection, Abandonment and Obsolescence

(a) Inspection

The owner or operator of a tower shall provide for and conduct an inspection of the tower at least once every five years. A statement shall be provided to the Alachua

County Office of Codes Enforcement verifying structural integrity and tenants on the tower.

(b) Abandonment and Removal

Any PWSF that is not operated for a continuous period of 18 months shall be considered abandoned, and the owner of such PWSF shall remove same within 90 days of notice to the Alachua County Office of Codes Enforcement that the PWSF is abandoned. If such PWSF is not removed within said 90 days, Alachua County may have the PWSF removed at the PWSF owner's expense.

404.61 Lighting

A PWSF shall not be artificially lighted, except for:

(a) Security and safety lighting of equipment buildings if such lighting is appropriately down-shielded to keep light within the boundaries of the site; and

(b) Such lighting of the PWSF as may be required by the Federal Communications Commission, Federal Aviation Administration (FAA) or other applicable authority installed in a manner to minimize impacts on adjacent residences. "Dual lighting" (red at night/strobe during day) shall be utilized unless otherwise recommended by FAA guidelines.

Article 13 Home-Based Businesses

404.62 Standards for General Home-Based Business~~s, General~~

A general home-based business is allowed as accessory to any legal residential use in the urban or rural area subject to the following standards.

(a) Participation in Business

Only lawful residents of a dwelling with a home-based business shall be engaged or employed on-site.

~~(b) General Standards~~

~~1.~~(b) Nature of Use

~~a.~~1. The use of the dwelling unit for the general home-based business shall be clearly incidental and subordinate to its use for residential purposes.

~~b.~~2. There shall be no exterior structural or architectural modification to the dwelling related to the general home-based business.

~~c.~~3. A general home-based business shall not occupy more than 20 percent of the gross floor area of the dwelling, exclusive of the area of any open porch, attached garage, or similar space not suited for occupancy as living quarters of a dwelling.

~~d.~~4. A general home-based business shall not be conducted in an accessory building, including a barn, carport, ~~detached~~ garage, porch, stable, or similar building or structure that is not suited for occupancy as living quarters of a dwelling. A single fully enclosed~~, in addition,~~ accessory building may~~buildings shall not~~ be used to store materials and supplies utilized for a home-based business, provided the building is properly permitted as an accessory building.

~~2.~~(c) Parking

A maximum of two additional off-street parking spaces shall be provided to accommodate a general home-based business, and each additional space shall utilize the driveway serving the residence in which the activity is located.

~~3.~~(d) Visitation Hours

A general home-based business shall limit hours of operation for the activities specified below:

~~a.~~1. Customer or client visits and all deliveries shall be limited to the hours from 8 A.M. to 8 P.M.

~~b.~~2. The business shall not generate more than six customer or client visits in any one day and no more than two clients may be present at any one time.

~~4.~~(e) Vehicle Storage

The general home-based business shall be limited to the parking and storage of one commercial motor vehicle and trailer on the premises, not to exceed a two~~one~~-ton capacity or 13~~4~~9,000 lb gross vehicle weight for the motor vehicle. In the Agriculture District, vehicles used exclusively for agricultural purposes may exceed this capacity limitation.

5.(f) Operation of Mechanical Equipment

A home-based business shall be subject to the noise regulations in Chapter 110 of the Alachua County Code.

6.(g) Limitations on Use of Equipment and Materials

A general home-based business shall conform with the following limitations on the use and storage of material and equipment.

a. 1. The business shall not utilize equipment or processes that create vibration, glare, fumes, odors, or dust that are discernable at the property lines.

b. 2. The business shall not utilize any combustible materials in violation of all applicable fire prevention regulations.

c. 3. The business shall not utilize or maintain on site any hazardous materials in violation of Chapter 353, Article II of the County Code relating to hazardous materials management.

d. 4. The business shall not utilize equipment or processes which create electrical, visual, or audible interference in any radio or television receivers off-premises, or otherwise interfere with the off-premises use of electric or electronic devices of any kind.

7.(h) Sales

Sales of goods on the siteAll sales shall be incidental to the principal residential use and limited toshall involve only the sale of goods or merchandise produced or processed onby the site or direct resalegeneral home-based business. Retail sales of goods through the internet or mail order.not produced or processed on the premises are prohibited.

(6)(i) Permits

A permit for each separate general home-based business shall be obtained and the appropriate fees paid, subject to the following conditions.

1. No more than two permits for home-based businesses shall be issued for a single dwelling unit.
2. Each applicant shall sign an affidavit acknowledging receipt of regulations applicable to such permits.
3. Each permit shall be valid for a period of up to two years but shall be renewable upon application and continued conformance with the provisions of this Section.

404.63 Standards for Rural Home-Based Business, Rural

A rural home-based business is allowed as an accessory use to a legal residential use in the A district, subject to administrativedevelopment plan approval by the Growth Management DepartmentDevelopment Review Committee and in accordance with the following standards.

(a) Participation in Business

In addition toOnly lawful residents of a dwelling with a rural home-based business shall be engaged in the business and no more than three additional employees that do not reside in the dwelling shall be engaged in the business permitted.

~~(b) General Standards~~

~~1.~~(b) **Minimum Lot Area**

The minimum lot area shall be three acres.

~~2.~~(c) **Nature of Use**

~~a.~~1. The use of the dwelling unit for the rural home-based business shall be clearly incidental and subordinate to its use for residential purposes.

~~b.~~2. The rural home-based business shall not occupy more than 20 percent of the living area of the dwelling, not including required parking areas.

~~c.~~3. If the rural home-based business is conducted in an accessory building, such accessory building shall be a maximum of 50 percent of the size of the living area of the dwelling, exclusive of required off-street parking.

~~3.~~(d) **Screening**

Landscaping shall be required to screen off-street parking and assembly or storage areas from the view of adjacent landowners and public rights-of-way, and shall comply with the requirements of §407.43(c)4 of this ULDC. ~~Chapter 407Article 4, Landscaping, of Chapter 407, General Development Standards.~~

~~4.~~(e) **Parking**

A maximum of three additional off-street parking spaces ~~may~~shall be provided to accommodate a rural home-based business, and each additional space shall utilize the driveway serving the residence in which the activity is located. On-street parking for Rural Home-Based Businesses is prohibited.

~~5.~~(f) **Parking and Storage of Commercial Vehicles**

The rural home-based business shall be limited to the parking and storage of three commercial vehicles on the premises, not to exceed a ~~two~~one-ton capacity. This includes any customer vehicles stored on-site for repair purposes but shall not apply to a vehicle parked temporarily during a customer or service visit or during a delivery.

~~6.~~(g) **Visitation Hours**

A home-based business shall limit customer or client visits and all deliveries to the hours from 8 A.M. to 8 P.M.

~~7.~~(h) **Operation of Mechanical Equipment**

A home-based business shall be subject to the noise regulations in Chapter 110 of the Alachua County Code.

~~8.~~(i) **Limitations on Use of Equipment and Materials**

A home-based business shall conform with the following limitations on the use and storage of material and equipment.

~~a.~~1. The business shall not utilize equipment or processes that create vibration, glare, fumes, odors, or dust that are discernable at the property lines.

~~b.~~2. The business shall not utilize any combustible materials in violation of applicable fire prevention regulations.

~~c.~~3. The business shall not utilize or maintain on-site any hazardous materials in violation of Chapter 353, Article II of the County Code relating to hazardous materials management.

~~d.~~4. The business shall not utilize equipment or processes which create electrical, visual, or audible interference in any radio or television receivers off the premises, or otherwise interfere with the off-premises use of electric or electronic devices of any kind.

~~9.~~(j) **Sales**

All sales shall be incidental to the principal residential or agricultural use and shall involve only the sale of goods or merchandise produced or processed by the rural home-based business. Retail sales of goods not produced or processed on the premises are prohibited.

~~(c)~~(k) **Permits**

A permit for each separate rural home-based business shall be obtained and the appropriate fees paid, subject to the following conditions.

1. Such permits may be issued only by the Growth Management Department~~Development Review Committee~~, in accordance with Chapter 401, Article 5;~~Chapter 401Article 5~~;
2. No more than two permits for home-based businesses (rural or general) shall be issued for a single dwelling unit;
3. A development plan for the site demonstrating compliance with the standards in this Section shall be submitted to the Department of Growth Management for approval; and
~~3. Each applicant shall sign an affidavit acknowledging receipt of regulations applicable to such permits; and~~
4. Each permit shall be valid for a period of up to two years but shall be eligible for administrative renewal by the Department of Growth Management~~renewable~~ upon administrative review and continued conformance with the provisions of this Section.

Article 14 Entertainment and Recreation

404.64 Outdoor Recreation

Outdoor recreational facilities are allowed as limited uses in the A, C-1, RM-1, BR-1, BH, BA, BA-1, BW and MB districts, subject to development plan review by the Development Review Committee and in accordance with the following standards. Any outdoor recreational use that exceeds these standards may be allowed as a special exception within these districts.

(a) Where outdoor recreational activities will occur on site, the minimum lot area shall be 10 acres in the C-1 district, and five acres in all other districts.

(b) A medium-density, 25-foot wide buffer, in accordance with Article 4, Landscaping, of Chapter 407, shall be provided to adjacent properties. A medium-density, 50-foot wide buffer shall be provided adjacent to residential land uses.

(c) Permanent structures on the site shall be limited in size to 1000 square feet, and shall be subject to the setbacks and height limitations of the district. Permanent residence or overnight accommodations within these structures is prohibited.

(d) Hours of operation shall be limited to between 7 a.m. and 9 p.m.

(e) Commercial uses shall be limited to payment for rental of equipment and for use of facilities, and retail sales of goods related to the activity on site.

(f) Outdoor lighting of recreational activities on the site is prohibited within the A and C-1 zoning districts.

(g) Within the C-1 district, only activities considered as resource-based recreation shall be permitted to occur on the site, provided that they do not significantly alter the natural functions of the conservation area.

(h) Within the A district, only activities consistent with the Rural/Agricultural policies of the Comprehensive Plan shall be allowed.

~~404.65 Dock~~

~~Private docks are allowed as limited uses in the A, A-RB, RE, RE-1, R-1aa, R-1a, R-1b, R-1c, R-2, R-2a, R-3, RM, RM-1, RP, and MB districts, subject to the following standards.~~

~~(a) Maximum Enclosure Width~~

~~The maximum length of enclosure, including any roofed areas, of a dock shall not measure more than 20 percent of the lot width along the lateral shoreline.~~

~~(b) Removal of Regulated Trees~~

~~No regulated trees, as defined in Article 2, Trees and Native Vegetation, of Chapter 406, shall be removed to facilitate construction of a dock.~~

~~(c) Other Agency Permits Required~~

~~All applicable federal, state and water management district permits are received before the issuance of a building permit.~~

~~(d) Hazards to Navigation~~

~~A dock shall not create a hazardous condition to the navigation of waterways and to other pursuits of water sports.~~

~~(e) Impact on Natural Systems~~

~~A dock shall not be detrimental to the continued functioning of natural systems, including aquatic vegetation.~~

~~(f) Docks over 1000 Square Feet~~

~~Permits for docks that exceed 1000 square feet of surface area, or do not meet the standards in (a) or (b) above, may only be issued by the Development Review Committee, in accordance with Chapter 401 Article 5. The calculation of surface area excludes walkways, but includes the surface area of the dock and the area under any other covered structure. Up to three feet of roof overhang may be excluded from this calculation for covered structures. For purposes of this section walkway is defined as the portion of the structure landward of the ordinary high water line, and dock is defined as that portion of the structure waterward of the ordinary high water line.~~

404.65 Golf Courses

A golf course may be allowed by special exception in the A zoning district subject to the following standards. Golf courses shall be constructed and managed to conserve water, protect existing vegetation and minimize the use of fertilizers and pesticides. Golf course construction and operation shall follow applicable state best management practices (BMPs).

(a) Building Area

The maximum building area for a golf course shall be 15,000 square feet. The building area may include course management offices, pro shops, food and beverage services and other customary uses accessory to a golf course. The maximum building area shall include all service areas, maintenance sheds and other buildings located on the site.

(b) Golf Course Landscape Design

An application for a golf course shall include a design plan that integrates plant species that are best suited to the local area and include the following elements.

1. Golf courses shall be located, designed and operated to provide for the following:
   a. conservation of sensitive habitat;
   b. retention of native vegetation;
   c. Protection of wildlife corridors and habitat connectivity;
   d. protection of natural drainage patterns;
   e.
2. The design shall incorporate native drought tolerant plants and preserve clusters or significant stands of trees and understory vegetation.
3. A natural resources plan that specifies strategies for invasive exotic plant control, restoration of appropriate habitat-specific hydrology, prescribed fire or other means of fuel load reduction or habitat improvement, and natural plant community restoration.
4. A water conservation and irrigation plan that minimizes water use, proposes construction techniques and soil amendment for greens and tees that reduces excess irrigation, provides controls for proper irrigation management and conservation, and uses harvested rainfall for on-site irrigation. Artificial turf is

encouraged as a water conserving measure. Aesthetic water features requiring augmentation are discouraged.

5. A stormwater management plan that incorporates Low Impact Development (LID) techniques to enhance aquifer recharge and incorporate the use of stormwater for irrigation. The design shall promote the installation and use of pervious trails.

(c) Water Quality Monitoring Plan

1. A monitoring plan shall be developed to monitor surface water (where applicable) and groundwater quality and flow and/or level.
2. Pre- and regular post-development surface water and groundwater sampling shall be required.

404.66 RESERVED~~Marina~~

~~A marina is allowed as a permitted use in the MB district subject to development plan approval by the Development Review Committee, except a special exception shall be required where overnight accommodations are provided.~~

404.67 Sexually Oriented Business

Sexually oriented businesses are allowed as limited uses in the BH, BA and BA-1 districts, including but not limited to a sexually oriented media store, subject to the following standards. Sex shops and sexually oriented theatres or cabarets are allowed in the BA or BA-1 districts, subject to the following standards.

(a) Separation Requirements for Sexually Oriented Businesses

1. Generally

Sexually oriented businesses shall be permitted only in the zoning districts in which a specific sexually oriented business is listed as a permitted use in this Chapter. Any sexually oriented business established or expanded after February 1, 2004, in such a district shall be separated from other specified uses by the distances specified in Table 404.67.1.

Table 404.67.1
Minimum Separation Standards for Sexually Oriented Businesses

Existing Use or District	Sexually Oriented Cabaret	Sexually Oriented Theater	Sex Shop	Sexually Oriented Media Store
Other Sexually Oriented Business	1,000 ft	1,000 ft	1,000 ft	1,000 ft
Residentially Zoned Land	750 ft	750 ft	500 ft	500 ft
Place of Worship	750 ft	750 ft	500 ft	500 ft
School	750 ft	750 ft	500 ft	500 ft
Public Park, Boys and Girls Club, YMCA or YWCA	750 ft	750 ft	500 ft	500 ft
Public Library	750 ft	750 ft	500 ft	500 ft

2. Measurement

Measurements shall be made from the nearest property line of the use which is not a sexually oriented business to the nearest property line of the sexually oriented business. If the sexually oriented business is located in a multi-tenant building, then the distance shall be measured from the nearest property line of the use which is not a sexually oriented business to the nearest line of

the leasehold or other space actually controlled or occupied by the sexually oriented business.

3. **Limitations**

   a. **School**

      The separation requirement from a "school" shall apply only if one or more of the following applies:

      i. the school is a public school; or

      ii. the school has been in operation at the same location for one year or more; or

      iii. the location at which the school is now operating is owned by the organization operating the school.

   b. **Place of Worship**

      The separation requirement from a "place of worship" shall apply only if one or more of the following applies:

      i. the place of worship has been in operation at the same location for one year or more; or

      ii. the location at which the place of worship is now operating is owned by the organization operating the place of worship.

   c. **Residentially Zoned Land**

      For purposes of this Section only, "residentially zoned land" shall mean land carrying an Alachua County zoning district designation beginning with an R and codified as part of Chapter 403, Article 3 or an exclusively residential planned development.

(b) Sexually Oriented Cabarets - Design Standards

Any building used for the operation of a sexually oriented cabaret shall meet the following design standards:

1. **Stage Required**

   The building shall include one or more stages, on which all performances shall take place. Each such stage shall be in a room open to all customers of the establishment and containing a minimum of 600 square feet of floor area. The stage shall be raised a minimum of 18 inches above the level of the floor on which customers stand or are seated and shall be further separated from customers by a rail or other barrier a minimum of 30 inches high. If the stage is a minimum of 30 inches high, the additional barrier shall not be required.

2. **Performance Areas**

   a. All performances and interactions between performers and customers shall occur so that the performers (and any customer directly involved) are visible from the room in which the stage is located. No doors, curtains, screens, or other devices shall be used to obscure any part of the room or any booth.

   b. Any private performance booth in existence on January 27, 2004, may continue in use regardless of whether it is fully visible from the larger

room, provided that it shall be visible from a hallway meeting the lighting standards required in paragraph 3 below. Such hallway shall be open to all customers of the establishment and other persons lawfully entering onto the premises and the entrance to the booth shall not be obscured from the hallway by any doors, curtains, screens, or other devices.

3. **Lighting**

The lighting level in the primary area occupied by customers shall be a minimum of five footcandles at a height of three feet above the floor. This lighting standard shall not apply to the stage or to performance booths but shall apply in any hallway or other access area to the booths and in the area around the stage.

(c) Sexually Oriented Theaters - Design Standards

Any building used for the operation of a sexually oriented theater shall meet the following design standards:

1. **Presentation Area**

All screenings and presentations of motion pictures, videos or other media shall occur in a room open to all customers of the establishment and containing a minimum 600 square feet of floor area. No doors, curtains, screens, or other devices shall be used to obscure any part of the room.

2. **Lighting**

The lighting level in the area occupied by customers shall be a minimum of two footcandles at floor level.

3. **Seating**

Seating shall consist of individual, theater-style chairs, with solid arms separating the chairs. No couches, benches, individual chairs, beds, loose cushions, mattresses or other forms of seating may be provided. Separate spaces for wheelchairs shall be provided in accordance with the applicable provisions of the Southern Building Code and the Americans with Disabilities Act.

Article 15 Food and Beverage

404.67.5 Restaurant

A restaurant is allowed as a permitted use in the BR, BR-1, BH, BA, BA-1, BW and MB districts and in Traditional Neighborhood and Transit Oriented Developments. A restaurant is allowed as an accessory use to industrial uses within the ML, MS and MP districts. A restaurant is allowed as a limited use in the A and A-RB districts subject to development plan review and the following standards.

(a) Restaurants in the Agriculture (A) District

1. Restaurants located in the A district may be allowed only as accessory to an active agricultural operation for agritourism purposes and must sell primarily foods and/or beverages that utilize agricultural products grown and processed onsite.
2. The property must have direct access to a public road meeting county requirements for sufficient right-of-way, minimum width, stabilization requirements and maintenance.
3. Drive-through facilities are prohibited.

(b) Restaurants in the Agriculture-Rural Business (A-RB) District

Restaurants located in the A-RB district may be allowed only for agritourism purposes and must sell primarily foods and/or beverages that utilize agricultural products grown and processed within Alachua County and the surrounding region.

(c) Dogs in Designated Outdoor Dining Areas

No dogs shall be allowed in a restaurant unless the restaurant has received and maintains an unexpired permit pursuant to this section allowing dogs in designated outdoor dining areas of the establishment. In addition to the development standards of the zoning district and applicable General Development standards, a restaurant that receives a permit to allow dogs within a designated outdoor dining area pursuant to this section shall require that:

1. Employees shall wash their hands promptly after touching, petting, or otherwise handling dogs and shall wash their hands before entering other parts of the restaurant from the designated outdoor area.
2. Employees are prohibited from touching, petting or otherwise handling any dog while serving food or beverages or while handling tableware.
3. Patrons in the designated outdoor area shall be advised by appropriate signage at conspicuous locations that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.
4. Employees and patrons shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved with food service operations.
5. Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control.
6. Employees and patrons shall not allow any part of a dog to be on chairs, tables, or other furnishings.

7. Employees shall clean and sanitize all table and chair surfaces with an approved product between seating of patrons.
8. Employees shall remove all dropped food and spilled drink from the floor or ground as soon as possible but in no event less frequently than between seating of patrons at the nearest table.
9. Employees and patrons shall remove all dog waste immediately and the floor or ground shall be immediately cleaned and sanitized with an approved product. Employees shall keep a kit with the appropriate materials for this purpose near the designated outdoor dining area.
10. A sign or signs informing employees and patrons of these rules shall be posted on the premises in a conspicuous manner and place.
11. A sign or signs notifying the public that the designated outdoor dining area is available for the use of patrons and patrons' dogs shall be posted in a conspicuous manner that places the public on notice.
12. Employees and patrons shall not permit dogs to be in, or travel through, indoor or non-designated outdoor portions of the restaurant. Ingress and egress to the designated outdoor area shall not require entrances into or passage through any indoor area of the public food service establishment.
13. Employees and patrons shall not allow any dog to be in the designated outdoor dining areas of the restaurant if the restaurant is in violation of any of the requirements of this section.
14. A permit issued pursuant to this section shall not be transferred to a subsequent owner upon the sale of the establishment. The subsequent owner shall be required to reapply for a permit pursuant to this section if the subsequent owner wishes to continue to accommodate patrons' dogs.

404.68 Restaurant with Drive-Through

A restaurant with a drive-through is allowed as a limited use in the BR-1, BH, BA, BA-1 and BW districts and in Traditional Neighborhood and Transit Oriented Developments, subject to the following standards. A restaurant with a drive-through may be allowed by special exception in the BR district, subject to the following standards.

(a) Location of Drive-Through Windows

Drive-through windows shall be constructed as an integral part of the principal structure. Menu boards and equipment for ordering from a vehicle may be a stand-alone feature.

(b) Circulation

1. Stacking lanes for drive-through windows shall provide at least five stacking spaces for each drive-through service window. Such spaces shall be designed so as to avoid conflict between pedestrian and vehicular circulation on the site or any abutting street.
2. A vehicle pass-by lane shall be constructed adjacent to each window to provide for complete, unimpeded circulation throughout the site.

(c) Additional Standards~~Standars~~ for Traditional Neighborhood and Transit Oriented Developments

1. Restaurants with a drive-through lane are only allowed in a multi-tenant building.
2. Drive-through lanes and drive aisles shall be located at the rear of buildings and shall be architecturally integrated with the building or screened from the street.
3. Building shall be designed to meet a nationally or locally recognized green building standard.

404.69 Incidental Food Sales

Food and/or beverage sales are allowed as an accessory use to commercial and industrial uses within the A-RB, BR, BR-1, BH, BA, BA-1, BW, ML, MS, MP, and MB districts and in Traditional Neighborhood and Transit Oriented Developments, provided that the area utilized for the sales, storage, preparation, and service of foods and/or beverages does not exceed 20% of the gross floor area of the principal structure.

Article 16 Overnight Accommodations

404.69.5 Hotel or Motel

A Hotel or Motel is allowed as a permitted use in the HM, BR, BR-1, BH, BA and BA-1 districts. A Hotel or Motel is allowed by Special Exception in the MB district. In Traditional Neighborhood and Transit Oriented Developments, a Hotel or Motel is allowed as a Limited Use subject to the following:

(a) Density Calculation

For the purposes of a TND or TOD, a hotel shall be considered a residential use. The number of dwelling units for a hotel or motel shall be equal to 50% of the number of rooms in the facility.

(b) Non-residential Development

For Hotels and Motels in a TND or TOD, all of the accessory uses that are customarily associated with a hotel or motel, such as a lobby, reception area, pool, and offices for facility management, shall ~~be~~shall be considered part of the residential development. In addition, any hotel or motel may contain up to 3,000 square feet of commercial uses, such as a restaurant or night club. Any square footage above 3,000 square feet shall be counted as non-residential square footage for the development.

404.70 Bed and Breakfast

A bed and breakfast is allowed as a limited use in the A, RE, RE-1, R-1aa, R-1a, R-1b, and RP districts, subject development plan approval and the following standards.

(a) Location

The bed and breakfast shall be located in a single-family detached dwelling.

(b) Owner Occupancy Required

The owner of the bed and breakfast shall reside on the premises.

(c) Maximum Number of Rooms

A maximum of five rooms shall be used for rental lodging purposes.

(d) Parking and Access

In the A district, the facility shall have direct access to a public road meeting county standards for sufficient right-of-way, minimum width, stabilization requirements and maintenance. In all other districts, the~~The~~ facility shall have access to a publicly maintained paved road. All facilities, ~~and~~ must provide one parking space per room plus two additional spaces.

(e) Maximum Nights Per Stay

Each guest in a bed and breakfast is limited to a maximum number of thirty nights per stay.

(f) Limitations within Platted Subdivisions

A bed and breakfast may only be located within a platted subdivision in one of the following areas, unless a special exception is approved by the Board of County Commissioners:

1. Rural Clusters;
2. Transit Supportive Area of a Traditional Neighborhood Development or Transit Oriented Development;
3. Planned Developments where consistent with the Zoning Master Plan; or
4. Structures identified on the Department's list of historic properties.

(g) Meal Service

A bed and breakfast shall be limited to providing meal services only to registered guests.

(h) Other Functions by Special Exception

A bed and breakfast may obtain a special exception in order to provide facilities such as banquet halls or ballrooms that may be used to host events such as weddings, meetings, dinners, and catered parties.

404.71 RV Park/Campground

An RV park or campground shall comply with all requirements in Article 6 of Chapter 403 regarding the RM-1 zoning district.

Article 17 Retail Sales and Service

404.72 Neighborhood Convenience Center

A neighborhood convenience center is allowed as a limited use in the BR, BR-1, BH, BA, BA-1, ML, MS and MP districts, subject to the following standards.

(a) Permitted and Prohibited Uses

Permitted uses in the neighborhood convenience center shall be those specified for the district in which it is located except for the following prohibited uses:

1. cocktail lounge, bar, or tavern;
2. hotel or motel;
3. nightclub within the principal building;
4. vehicle sales and service;
5. vehicle paint and body shop;
6. service stations;
7. entertainment and recreation;
8. vehicle or trailer rental;
9. outdoor temporary display and sales of automobiles, light trucks, motorcycles, boats and similar products accessory to retail uses.

(b) Location

A neighborhood convenience center shall meet the following standards.

1. A neighborhood convenience center shall be a minimum of one mile traveling distance from any other neighborhood convenience center or other facility with similar uses. Such distance shall be calculated by the shortest distance following collector and arterial roadways, as measured from the middle of the neighborhood convenience centers.
2. Each neighborhood convenience center shall have a minimum depth of 300 feet unless waived by the DRC to provide a better site design.
3. No building shall be erected closer than 25 feet to any road right-of-way.
4. The maximum gross floor area shall be 30,000 square feet.
5. Parking and loading areas shall be paved and kept in good repair at all times with a hard, all-weather surface. Parking areas shall be located a minimum of 50 feet from a residentially zoned property or property designated urban residential on the Future Land Use Map.
6. Neighborhood convenience centers shall be located on collector or principal arterial streets, as defined and identified in the Transportation Mobility Element of the Comprehensive Plan.
7. All commercial waste receptacles, storage areas and electrical and mechanical equipment, such as heat pumps and air conditioners, shall be screened from view from a public right-of-way and from any residential development.

404.73 Convenience Store

A convenience store is allowed as a permitted use in Traditional Neighborhood and Transit Oriented Development and a limited use in the BR, BR-1, BH, BA, BA-1, and BW districts, subject to the following standards.

(a) Additional Principal Uses

A convenience store may offer an additional principal use, such as a restaurant or fuel sales. A convenience store with two or more principal uses shall comply with the standards for all of these uses.

(b) Maximum Gross Floor Area

A convenience store, including additional principle uses, shall not exceed 8,000 square feet of total floor area.

(c) Parking for Additional Principal Uses

Parking for additional principal uses shall be calculated separately to determine the total number of required parking spaces.

404.74 Pharmacy

A pharmacy is allowed as a limited use in the HM, BR, BR-1, BH, BA, and BA-1 districts and within Traditional Neighborhood and Transit Oriented Developments, subject to the following standards.

(a) Location of Drive-Through Windows

Drive-through windows shall be constructed as an integral part of the principal structure.

(b) Circulation

1. Stacking lanes for drive-through windows shall be located so as to avoid conflict with the normal flow of traffic on the site.
2. A vehicle pass-by lane shall be constructed adjacent to each window to provide for complete, unimpeded circulation throughout the site.

(c) Additional Standards for Traditional Neighborhood and Transit Oriented Developments

1. Pharmacies are allowed a maximum of two drive-through lanes.
2. Drive-through lands and drive aisles shall be located at the rear of buildings and shall be architecturally integrated with the building or screened from the street.
3. Building shall be designed to meet a nationally or locally recognized green building standard.

404.74.5 Dry-Cleaners

Dry cleaners are allowed as a permitted use within the BR, BR-1, BH, BA and BA-1 districts. Dry-cleaners are allowed as a limited use within Traditional Neighborhood and Transit Oriented Developments subject to the following standards:

(a) Dry cleaners with drive-through lanes are only allowed in a multi-tenant building.

(b) Drive-through lanes and drive aisles shall be located at the rear of buildings and shall be architecturally integrated with the building or screened from the street.

(c) Building shall be designed to meet a nationally or locally recognized green building standard.

404.75 Media Sales and Rental

A retail establishment that devotes less than 30 percent of its floor area or inventory to sexually-explicit material sales and rental shall be allowed in the BR, BR-1, BH, BA, and BA-1 districts and within the Transit Supportive Area in Traditional Neighborhood and Transit Oriented Developments. An establishment that devotes more than ten percent of its floor area or inventory to sexually explicit material, but that devotes less than 30 percent of its floor area or inventory to sexually-explicit material sales and rental shall not be treated as a sexually oriented media shop (see §404.67) but must meet the following conditions.

- **(a)** All sexually-explicit media shall be maintained in a room that is separated from other material by an opaque wall that extends to the ceiling or eight feet above the floor, whichever is less.
- **(b)** Access to the room containing the sexually-explicit media shall be through an opaque, solid door.
- **(c)** The room containing sexually-explicit media shall be posted with a notice indicating that only persons 18 years of age or older may enter the room.
- **(d)** Access to the room shall be physically limited to adults through control of access by an employee of the store, through use of an access release located a minimum of 66 inches off the floor, or through constant monitoring of the room by an employee on duty through electronic means or through a window or mirror providing visibility into the room from the manager's or cashier's work station.

404.75.5 Large Scale Retail

A retail establishment of 100,000 square feet gross leaseable area or greater or a group of stores within a development under the same ownership of 100,000 square feet or more is allowed as a limited use in the BH, BA, BA-1 and BW districts, subject to the following standards.

- **(a)** The use must be proposed within an Activity Center.
- **(b)** The use must comply with §402.93, Activity Center Master Plans

Article 18 Self-Service Storage Facilities

404.76 Self-Service Storage Facility

Self-service storage facilities are allowed as a limited use in the BH, BW, ML, MS, and MP districts, subject to the standards in (a) below and within Transit Oriented Developments, subject to the standards in (b) below.

(a) Storage of Boats, Recreational Vehicles and Similar Equipment

Storage of boats, recreational vehicles and similar equipment shall be permitted, subject to the following standards.

1. Storage shall occur only within a designated area, approved as part of the development plan.
2. Storage areas shall not exceed 25 percent of the lot area of the site.
3. Boats shall be stored on trailers with wheels.
4. Storage areas shall be completely screened from public rights-of-way or adjacent residential zoning districts, utilizing either the buildings associated with the storage facility or by an opaque masonry wall, or equivalent approved by the Director, a minimum of six feet in height.

(b) Transit Oriented Developments

Developments that are at least 100 acres in size may contain self-service storage facilitiesfacilities designed principally to serve the project, subject to the following criteria:

1. The facility shall not be located within the Village Center.
2. The square footage of the facility shall not coutn toward the allowed non-residential intensity allowed by §407.65(d)3.
3. The building(s) containing the use shall exhibit architectural detail similar to other buildings in the development.
4. Storage unit entrances shall not be visible from the right-of-way.
5. Building facades facing public streets shall meet the building design requirements of §407.69(b)4.
6. Outside storage of boats, recreational vehicles and similar equipment is not allowed.

Article 19 Vehicles Sales and Service

404.77 Vehicle Sales and Service

Vehicle sales and service is permitted by right in the BA, BA-1, MS, and MP districts, and may be allowed by special exception in the BW district. In the MB district, this use shall be limited to the sales and service of boats. Vehicle sales are allowed as a limited use in Traditional Neighborhood and Transit Oriented Developments subject to the following standards:

(a) All vehicles for sale shall be kept in a fully enclosed building.

(b) All buildings shall meet the design standards of Chapter 407, Article 7, Traditional Neighborhood and Transit Oriented Developments.

404.78 Vehicle and Trailer~~Automotive~~ Rental

Vehicle and Trailer Rental ~~Automotive rental~~ is allowed as a permitted use in the BA, BA-1, MS, and MP zoning districts. Vehicle and Trailer Rental is allowed as an accessory~~limited~~ use in the BH zoning district subject to the following standards:

(a) Vehicles available for rent at a facility established~~Automotive rental shall be~~ accessory to another~~a principal~~ use shall not exceed 8,000 lbs. GVWR.;

(b) No more than 6 vehicles available for rent may be located on the site~~parcel~~ at any one time;

(c) No repair or maintenance of the rental vehicles~~cars~~ shall occur on site unless the principal~~principal~~ use is a service station or car wash;

(d) A dedicated parking area shall be designated for the rental vehicles;

(e) Development~~Revised development~~ plan approval shall be required.

404.78.5 Service Station

Service Stations are permitted by right in the BH, BA, and BA-1 districts and are allowed by special exception in the BW district. Service stations are allowed as a limited use in Traditional Neighborhood and Transit Oriented Developments~~Developments~~ subject to the following standards:

(a) Service stations shall be located in multi-tenant buildings and proximate to park and ride facilities, if present.

(b) Stalls, bays or other servicing facilities and vehicles awaiting service shall be located to the rear of buildings and either be architecturally integrated with the principal building or be screened from the street.

(c) Building shall be designed to meet a nationally or locally recognized green building standard.

404.79 Vehicle Repair

Vehicle repair is permitted by right in the MS and MP districts. It is allowed as a limited use in the BA and BA-1 districts, subject to the following standards.

(a) **Permitted Activities**

Vehicle repair includes tune ups, oil and fluid changes and similar maintenance work. Vehicle repair also includes the repair or replacement work on the following parts or systems: air conditioning, alternators, brakes, front end alignment, mufflers, radiators, starters, tire alignment and balancing, tire repair and replacement, and

window and lock repair and replacement, removing or rebuilding engines or transmissions, steam cleaning engines, paint and body repair and frame repair.

(b) Bay Doors

Bay doors shall be oriented to the side or rear of the building.

(c) Conduct of Work

All repair work shall occur within an enclosed structure.

404.80 Fuel Sales

Fuel sales are allowed as a limited use in Traditional Neighborhood and Transit Oriented Developments and as an accessory to a principal use in the A-RB, BR-1, BH, BA, and BA-1 districts and may be allowed by special exception in the BR and BW districts, provided that the locations of fuel pump islands and fuel storage tanks meet the standards in this Section and the requirements of Article 9 of Chapter 406 for High Aquifer Recharge Areas. Other structures on the premises shall follow the standards for the zoning district. Within the MB district, fuel sales shall be limited to boats and other water vehicles.

(a) Location of Fuel Pump Islands

Pump islands shall be a minimum of 25 feet from any road right-of-way line, ten feet from any other property line or 12 feet from any building line.

(b) Location of Fuel Tanks

Gasoline and fuel storage tanks shall be located a minimum of 20 feet from any property line or building.

(c) Additional Standards for Traditional Neighborhood and Transit Oriented Developments

1. Building shall be designed to meet a nationally or locally recognized green building standard.
2. At least one electric vehicle charging station shall be provided for every four fueling stations. At least two fueling stations shall provide diesel and at least two fueling stations should be available for conversion to an alternative fuel such as liquefied petroleum gas (LPG) or compressed natural gas (CNG).

Article 20 Outdoor Storage and Display

404.81 Outdoor Storage

Outdoor storage of merchandise, inventory, equipment, or similar material is permitted as an accessory use, in the A-RB,HM, BH, BA, BA-1, BW, MS, MP, and MB districts, subject to the following standards.

(a) Permitted Activity

Any outdoor storage shall be incidental and subordinate to the primary use located on the property.

(b) Location

Outdoor storage areas shall not be located in any required setbacks, fire lanes or sidewalks as provided on an approved development plan.

(c) Screening

The Development Review Committee may require any outdoor storage area to be screened with a minimum six foot tall masonry wall; six foot tall opaque fence, such as vinyl or wood (no chain link); existing dense vegetation; or a berm three feet in height planted with materials that at maturity shall reach a combined minimum height of six feet. Within the HM and BH districts, storage areas shall be located to the side or rear of the principal building and completely screened from view.

(d) Exceptions

The following uses or materials are exempt from these requirements:

1. storage and sales of landscape plant material; and
2. storage of material used for road construction on a lot directly adjacent to the roadway under construction; and
3. uses that allow outdoor storage by definition or as otherwise provided in this ULDC.

404.82 Outdoor Display

Temporary outdoor display of merchandise, inventory, equipment, refuse, or similar material is permitted as an accessory use in the A-RB, BP, BR, BR-1, BH, BA, BA-1, BW, MS, MP, and MB districts. As part of the final development plan, the applicant shall demonstrate that the proposed use complies with these standards.

(a) Storage Requirement

Merchandise must be mobile and stored indoors overnight.

(b) Nature of Use

Merchandise display must be accessory to a principal use located on the same property.

(c) Use Restrictions

Merchandise shall not be located in or obstruct any required setback, parking space, loading space, loading area, vehicular use area, fire lane, landscape buffer, sidewalk, ADA accessibility route, or drainage easement.

404.82.5 Parking of Trucks, Recreational Vehicles and Trailers

The parking of serviceable ~~personal~~ trucks, recreational vehicles and trailers is allowed as an accessory~~a permitted~~ use in the A, A-RB, ~~district, and as a limited use in the~~ RE, RE-1, R-1aa, R-1a, R-1b, R-1c, RM and RM-1 districts, subject to the following standards. Unserviceable vehicles shall be subject to the requirements of Chapter 74, Article 3 of the Alachua County Code regarding the accumulation of junk and unserviceable vehicles.

(a) Parking of Trucks, Trailers and other Non-recreational Vehicles

The following standards shall apply in all residential districts to the parking of serviceable trucks, trailers, and vehicles other than recreational vehicles.

1. Parking for any truck, trailer, or other vehicle is permitted inside any enclosed structure that complies with the dimensional standards and/or setback requirements of the district in which it is located.
2. Parking shall not be allowed outside of an enclosed structure for any truck, trailer, or any other vehicle in excess of 12~~10~~,000 pounds gross vehicle weight.
3. Trucks, trailers, or other vehicles shall not be parked in the setbacks of a lot, except as normally exists in driveways.

(b) Parking of Recreational Vehicles

The following standards shall apply in all residential ~~or agriculture~~ districts to the parking, storage or keeping of serviceable recreational vehicles.

1. Parking is permitted inside any enclosed structure that complies with the minimum dimensional standards and/or setback requirements of the district in which it is located.
2. Parking is permitted outside any structure in the side or rear yard, provided the recreational vehicle is not in the setbacks except as normally allowed in a driveway~~a minimum of two feet from the lot line~~.
3. Parking is permitted outside any structure in the front yard, provided:
   a. Space is not available in the rear or side yard and no structure for storage is available or there is no access to either the side or rear yard.
   b. The recreational vehicle must be parked perpendicular to the front property line. No part of the vehicle may extend over a public sidewalk, bike path, or street.
4. Parking of recreational vehicles is permitted only for the purpose of storing the vehicles within residential or agriculture districts, and such vehicles shall not:
   a. Be used for the storage of goods, materials or equipment other than those items considered to be part of the vehicle essential for immediate use;
   b. Discharge or discard litter, effluent, sewage or other matter into any public right-of-way or upon any private property while parked;
   c. Be occupied or used for living, sleeping, or housekeeping purposes unless otherwise provided for in this ULDC. This does not preclude a vehicle from being plugged in for climate control purposes, however, the vehicle shall be stored in a road ready manner. ~~for a period in excess of~~

~~seven consecutive days, except that a recreational vehicle may be so used if located in an RM-1 district provided for that use subject to the limitations of §403.23(f)1; or a recreational vehicle may be utilized in designated areas as part of a state or locally approved management plan for parks, preserves and historic sites; or~~

d. Be stored or occupied on any vacant, unoccupied or unimproved lot.

Article 21 Wholesaling, Warehousing, Storage and Distribution

404.82.6 Wholesaling, Warehousing, Storage and Distribution

Wholesaling, warehousing, storage and distribution is allowed as a permitted use in the BW, ML, MS and MP districts. Wholesaling, warehousing, storage and distribution of agricultural related products is allowed as a special exception in the A and A-RB districts subject to the following standards.

(a) Permitted Activities in A and A-RB

Wholesaling, warehousing, storage and distribution of agricultural related products shall be limited to animal feed and supplies, fertilizers and pesticides, farm equipment and farm supplies, horticultural or garden items and bulk food products.

(b) Outdoor Storage in A and A-RB

Outdoor storage shall be limited to farm equipments and supplies and horticultural and garden items only.

404.83 Storage Yard

A permanent outdoor storage yard is allowed as a limited use in the MS and MP districts, subject to the following standards.

(a) An outdoor storage yard shall be a minimum of 25 feet from any public street.

(b) Such yard shall be completely enclosed, except for necessary ingress and egress, by a solid fence or wall not less than six feet high.

(c) Where bulk storage of flammable liquids is permitted, a special exception shall be required, and the following standards shall apply. No special exception shall be issued unless the application demonstrates that the proposed use complies with these standards, and the requirements of Article 9 of Chapter 406 for High Aquifer Recharge Areas.

1. Where the bulk storage of flammable liquids is permitted, the following standards shall apply. No permit shall be issued unless the application demonstrates that the proposed use complies with these standards.
2. A lot to be used for the bulk storage of flammable liquids shall be a minimum of 200 feet, measured in a straight line, from the nearest wall of any structure used as a place of worship, school, hospital, nursing home, or theater, except open-air or drive-in theaters. This provision shall not prevent the use of liquefied gases for domestic heating purposes.

Article 22 Light Industrial

404.83.5 Light Industrial

Light Industrial uses include office, research and development, and small-scale manufacturing that take place in fully-enclosed structures. Manufacturing activities typically have no off-site impacts, do not require the bulk storage of raw materials outdoors, and may not require heavy volumes of traffic to supply materials. Light Industrial uses are permitted in the ML, MS, and MP zoning districts.

404.84 Research, Development, or Experimental Laboratory

A research, development, or experimental laboratory is permitted by right in the ML, MS and MP districts. In the HM district, this use shall be limited to investigation, testing, or experimentation related to human health and medical research.

Article 23 Waste-Related Services

404.85 Junk, Salvage or Recycled Metal Yard

A junk, salvage, or recycled metal yard may be allowed by special exception in the MS and MP districts, subject to the following standards and the requirements of Article 9 of Chapter 406 for High Aquifer Recharge Areas.

(a) Review and Approval

An application to establish a junk, salvage or recycled metal yard shall include the following materials.

1. Environmental Assessment

The environmental assessment shall be prepared by a registered engineer, landscape architect, architect or environmental professional with the appropriate qualifications and shall include the following information:

- **a.** all applicable federal, state and county standards for protection of water, air and other natural resources; and
- **b.** the manner in which the proposed facility complies with all requirements.

2. Plan of Operation

A proposed plan of operation for the facility shall include the following:

- **a.** days and hours of operation; and
- **b.** manner of disposal or sale of waste products or recycled materials.

3. Conditions of Approval

As part of considering an application for development approval, the Board of County Commissioners may include conditions that address the following:

- **a.** containment structures and procedures to protect ground water resources;
- **b.** dust and emission control;
- **c.** fencing of processing, storage and shipping areas as required by subsection (e) below;
- **d.** height of stockpiles of processed and unprocessed materials;
- **e.** hours of operation;
- **f.** lighting;
- **g.** monitoring program for protection of air, natural and water resources;
- **h.** litter control;
- **i.** noise; and
- **j.** traffic impacts, including any truck traffic on local residential roads.

(b) Prohibited Activities

1. Sale of Vehicles

The sale of operable vehicles is prohibited.

2. Processing of Debris

A yard or facility shall not process any woody or vegetative wastes or construction or demolition debris.

(c) Minimum Lot Area

The minimum lot area shall be five acres.

(d) Compliance with Natural Resources Protection Laws

A yard shall comply with all applicable federal, state and County regulations regarding protection of air, ground water, surface water and other environmental and natural resources.

(e) Screening

All junk, salvage or recycled metal yards shall be screened from view of a public right-of-way on all sides by an opaque masonry wall a minimum of six feet in height and with two feet of ornamental superstructure. The required wall along a public right-of-way shall conform to the front yard requirement of the district in which it is located.

(f) Storage of Materials

1. Materials stored on-site shall be retained for a maximum of 15 days prior to processing.
2. Processed materials shall be stored on site for a maximum of 45 days.

(g) Fire Protection

The facility shall adopt and maintain a fire prevention and suppression program, including all necessary equipment that is acceptable to the Alachua County Fire Rescue Department.

404.86 Solid Waste Transfer Station

A solid waste transfer station is allowed as a limited use in the A, MS and MP districts, subject to the following standards.

(a) Compliance

A solid waste transfer station shall comply with Chapter 62.701, Florida Administrative Code, and other applicable federal, state and Alachua County Health Department requirements.

(b) Minimum Lot Area

The minimum lot area shall be five acres.

(c) Monitoring

If required by the Director, a ground water and surface water monitoring system shall be established and maintained by the applicant.

(d) Screening

Screening of the transfer station facility shall be installed, as required by Article 4, Landscaping, of Chapter 407. Screening may include a permanent building or structure constructed as part of the transfer station.

(e) Prohibited Materials

Materials that are prohibited at transfer stations shall include hazardous waste, asbestos, biomedical waste, biological waste, radioactive waste, sludge and liquid waste.

404.87 Package Treatment Plant

A package treatment plant may be allowed as a special use permit in any district, subject to the standards outlined in Chapter 407, General Development Standards, §407.114.

404.88 RESERVED

~~**404.88 Spray Irrigation**~~

~~Spray irrigation of reclaimed water is allowed as a limited use in any district, subject to the standards outlined in Chapter 406, Natural and Historic Resources Protection, §406.70(d).~~

404.89 Land Application of Biosolids

Land application of Class A & B residuals biosolids may be allowed as a special exception in the A and A-RB districts outside of the Urban Cluster, and subject to the standards outlined in Chapter 406, Natural and Historic Resources Protection, §406.70(f). The land application of Class AA residuals biosolids as defined in Rule 62-640, F.A.C. is not subject to the special exception requirement. Large scale land application of biosolids is not allowed in High Aquifer Recharge Areas.

Article 24 Mining or Excavation and Fill Operations

404.90 Purpose

The purpose of this Article is to regulate mining and land excavation and filling activities with provisions for reclamation and reuse such that these activities do not adversely affect established residential areas, conservation or preservation areas identified on the Future Land Use Map, or adversely affect transportation corridors, the quality of air, groundwater, surface water, land and wildlife in the County.

404.91 Applicability

The requirements of this Article shall apply to all new or expanded mining or excavation and fill operations, and shall not affect the validity of any special use permit, mining master plan, development plan or mining permit approved by January 30, 2006. No existing operation shall be expanded or otherwise modified without first being authorized in accordance with this Article. In addition, any mining or excavation and fill operation shall be subject to the requirements of this Article as part of any annual report, as required by §404.102, or as a result of an application to expand or modify the facility.

404.92 Exemptions

The activities listed below are exempt from the requirements of this Article.

(a) Approved Development

Grading, land clearing, land filling, site development and related activities undertaken in accordance with an approved development plan, building permit, or similar permit issued by Alachua County.

(b) Public Improvements

Onsite excavation or filling in connection with the construction, maintenance or repair of a public facility or improvement carried out under the supervision of Alachua County or the Florida Department of Transportation (FDOT), or off-site borrow pits constructed on private property in conjunction with a County or FDOT Construction Permit. Off-site borrow pits on private property shall be subject to administrative review by the Department prior to commencement of any development activity.

(c) Minor Excavation or Filling

Filling or excavation activity which involves the removal or filling of less than 200 cubic yards of material at a single site. For the purposes of this Article, a single site is defined to be one parcel or a group of contiguous parcels under common ownership.

(d) Emergencies

Filling or excavation activity undertaken in connection with the emergency filling of a newly formed or newly expanded sinkhole, or severe erosion problem, other subsidence or similar circumstances affecting the public health, safety, or welfare, as determined by the County.

404.93 Limitation on Exemptions

The activities identified in §404.92 shall not be considered exempt and must comply with the provisions of this Article, if the activity requires permits from a water management district, the Florida Department of Environmental Protection (FDEP), or U.S. Army Corps of Engineers, or the activity occurs within a floodplain or conservation area.

404.94 Permitted Location of Mining, Excavation and Fill Operations

Mining or excavation and fill operations may be permitted, subject to the requirements of this Article and other applicable requirements in this ULDC, only within areas designated Rural/Agriculture on the Future Land Use Map.

404.95 Special Use Permit and Development Approval Required

Activities related to a new or expanded mining or excavation and fill operation shall not commence until a special use permit has been issued by the Board of County Commissioners and a development plan, meeting the conditions of the special use permit, has been approved by the Development Review Committee.

(a) Expiration of Special Use Permit and Development Plan

Approval of a special use permit and development plan for a mining or excavation and fill operation shall be valid for a maximum of five years, except for excavation, clean debris and land clearing debris operations, which shall be valid for a period specified in the special use permit necessary for the completion of all operations, including necessary reclamation. Failure to obtain final development plan approval from the DRC for a mining or excavation and fill operation within one year of the special use permit approval by the Board of County Commissioners shall result in the automatic expiration of the special use permit. Renewal requests for C&D debris Special Use Permits where the applicant is not requesting any changes to the permit conditions other than to extend the life of the permit and has not had any violations since the last renewal submittal or initial special use permit approval, if this is the first renewal request, shall be evaluated as a minor amendment as provided in §402.126. Applicants meeting this criteria need to provide general survey information for the areas altered since last submittal but are not required to submit a topographic survey .

(b) Amendment of Special Use Permit

An extension of time for an approved special use permit may be granted as an amendment to the existing approval, subject to the requirements of Article 18 in Chapter 402. Any amendments to an approved development plan or changes to the approved conditions will also require an amendment to the existing special use permit.

(c) Transfer of Special Use Permit

A special use permit for a mining or excavation and fill operation may be transferred subject to the standards listed below.

1. **Notification**

   The permittee of a special use permit shall file a notice of transfer with the Growth Management Department, in a form approved by the County.

2. Evidence of Financial Responsibility

The transferee shall provide, in a form acceptable to the County, proof of financial responsibility as required by §404.103 of this Article.

404.96 General Standards for Mining or Excavation and Fill Operations

The standards listed below shall apply to all mining or excavation and fill operations.

(a) Prohibited Activities

Unless permitted by a special use permit, the activities listed below are prohibited in association with a mining or excavation and fill operation.

1. Surface Waters and Wetlands

Mining, excavation or filling shall not be permitted in surface waters or wetlands, except as provided in the applicable requirements of this ULDC. Nor shall water be diverted from natural stream channels and drainage ways shall not be interrupted or relocated except as provided in the approved development plan.

2. Operations in Groundwater

Mining, excavation or filling shall not be permitted in groundwater of the Floridan or intermediate aquifer systems, except as provided in the applicable requirements of the Florida Administrative Code. Groundwater withdrawals permitted as part of an approved mining or excavation and fill operation shall not result in a lowering of the potentiometric levels of an aquifer beyond the boundaries of the approved mining or excavation and fill operation.

3. Vibration

Vibration resulting from any mining or excavation and fill operation sufficient to cause damage of any kind to persons or property not included within the approved area of operation.

4. Blasting

Where specifically permitted by the conditions of a special use permit, blasting or other use of explosives shall comply with all applicable federal, state and county standards.

5. Degradation of Water Quality

All surface drainage from site runoff shall be directed away from open pit excavations to avoid groundwater contamination. Pollutants or substance of any kind which may be detrimental to water quality shall not be permitted to enter the surface drainage system or the groundwater system through sinkholes on or adjacent to the site.

(b) Limited Disposal of Materials

In a mining or excavation and fill operation, disposal of materials as fill is limited to construction and demolition debris or further limited to clean debris and land clearing debris, as specified by the approved special use permit for the site.

1. Construction and Demolition Debris

Construction and demolition debris shall be limited to glass, brick, concrete, asphalt material, gypsum wallboard, and lumber (excluding CCA pressure-treated), nonrecyclable scrap metal (steel, iron, aluminum), clay construction

materials (brick, pipe), and plastics (pipe, sheeting), uncontaminated soil and rock and land-clearing debris from construction projects. Asbestos materials are specifically excluded. Contamination of construction and demolition debris with any amount of other types of solid or hazardous waste will cause it to be classified as other than construction and demolition debris.

2. Clean Debris and Land Clearing Debris

Clean debris shall be limited to brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel. Land clearing debris shall be limited to uncontaminated soil and rock, tree remains, trees, and other vegetative matter from land clearing for a construction project.

(c) Hours of Operation

Mining or excavation and filling activities shall be limited from 6:00 a.m. to 8:00 p.m., Monday through Saturday. More limited hours of operation may be imposed at the time of approval of the special use permit.

(d) Access Routes

Mining or excavation and fill operations shall be permitted only at sites served by roads adequate to accommodate the projected truck traffic. Access shall not be permitted from an interior road through a platted subdivision unless the excavation and fill is specifically designed to facilitate the completion of the subdivision in which the haul route is located. Haul roads through platted subdivisions must be closed prior to the issuance of the first Certificate of Occupancy along the haul road. If access to a site is over an unpaved segment of public road, the operator shall be responsible for maintenance of the unpaved segment in a satisfactory operating condition.

(e) Temporary Road Stabilization

On the site of mining or excavation and fill operations, the use of milled or crushed asphalt is permitted for road stabilization. Asphalt used for this purpose may be stored temporarily within an unexcavated area or a reclaimed area of the site. The material shall be removed from a roadway when it is no longer in use, and onsite disposal or burial of asphalt is prohibited. The development plan shall include an identification of all areas proposed as asphalt or material storage areas and a procedure for the disposal of material utilized for temporary road stabilization.

(f) Dust Controls

Mining or excavation and fill activities shall be operated in a manner that shall minimize fugitive dust emissions. Dirt roads within the site and unpaved public roads in the vicinity used for access to and circulation with the project may require dust retardant treatment at the expense of the operator. The use of suppressants as a dust retardant technique shall be evaluated by the DRC and receive approval before their use is permitted. Natural vegetation shall not be removed within any required setback or buffer areas, or from any area of the site prior to excavation of that area.

404.97 Site Development and Operational Standards

All mining or excavation and fill operations, activities and structures shall comply with the standards in this Section for site development and operations on site. Existing mining, excavation and fill sites or reclamation projects operating with current and valid special use permits originally

approved prior to January 30, 2006 shall be exempt from the operational standards found in this section unless otherwise required as a condition of the special use permit.

(a) Setbacks

Each operation shall comply with minimum setbacks, based on features on or adjacent to the site and on the future land use designations of surrounding properties, and established in Table 404.97.1 below.

Table 404.97.1
Minimum Setbacks for Mining or Excavation and Fill Activities

Adjacent Natural Features or Future Land Use Designations	Mining Activities[1]	Excavation and Fill Activities[2]
Public ROW or public or private utility easement	200	50
100-year floodplains	200	200
Identified conservation areas	500	250
Potable water wells	500	500
Urban Residential or Estate Residential	1,000	150
Conservation or Preservation	1,000	250
Commercial or Tourist/Entertainment	250	150
Institutional or Recreation	500	250
Industrial	200	100
Rural/Agriculture	200	100

[1]Includes processing plants, ponds or structures for settling, thickening, tailings and slime.
[2]Includes spoil piles, stockpiles, or storage of materials.

(b) Screening and Buffering

1. Visual Buffers

A medium-density buffer of at least 50 feet in width shall be provided along the entire boundary of the mining or excavation and fill site. Where the site is adjacent to or within 300 feet of urban residential or estate residential land uses, a medium-density buffer of at least 100 feet in width shall be provided. Points of access shall be given exception from these minimum buffer requirements. To the greatest extent possible, natural vegetation and foliage existing on the site shall be retained to establish buffers. If the natural vegetation and foliage does not provide adequate visual buffer or noise attenuation, additional plantings, fences, earth berms or similar materials may be required.

2. Buffers for Significant Geologic Features

Buffers to significant geological features shall be those set forth in Chapter 406 Article 16.

3. Setbacks Where Blasting Proposed

Where blasting is proposed as part of the mining operation, setbacks sufficient to protect significant geologic features, including subsurface conduits, are required.

(c) Maximum Heights

1. Buildings and Structures

All buildings and structures shall comply with the height of the zoning district in which the mining or excavation and fill operation is located, and may be further limited by the conditions of the special use permit.

2. Stockpiles, Spoil Piles, and Storage of Materials

Spoil piles, stockpiles, or storage of excavated materials shall not exceed 50 feet in height, and may be limited further by the conditions of the special use permit.

(d) Fencing and Security

Unless otherwise provided by the Board of County Commissioners, each mining or excavation and fill site shall be completely enclosed by a fence consisting of chain link, field wire, or other material not less than six feet in height, with a heavy duty, locking, security gate at each access point. All gates shall be kept locked at all times unless an employee of the owner or operator is on site. All fences and gates shall prominently display permanent "No Trespassing" signs a minimum of every 500 feet.

(e) Test Borings

For proposed new or expanded mining or excavation and fill operations, test borings shall be required to delineate geologic conditions, and to determine the interface between the surficial and Floridan aquifers and the locations of groundwater tables on a site. In existing operations, new test borings shall be performed prior to development of new excavation or mining areas. At a minimum, the test borings shall comply with the standards listed below.

1. Minimum Depth

All borings shall be conducted to a depth of not less than 10 feet below the deepest proposed mining or excavation.

2. Maximum Spacing

All borings shall be spaced at a minimum of 500-foot intervals in two transverse directions.

3. Log Content

The boring log shall indicate the geologic description and thickness of all strata encountered, including topsoil, overburden, mineral deposit or material to be mined or excavated and material immediately underlying the mineral deposit or material, and the position of the groundwater in relating to individual borings.

(f) Filling in Surficial Aquifer

Filling may be permitted in groundwater of the surficial aquifer system, in excavation and fill operations or in limestone pits or quarries, but shall be limited to clean soil or rock materials including sand, clay, or limestone. Exceptions to these standards may be considered if liners, leachate collection systems and cover systems are proposed for a site.

(g) Groundwater Standards

For each mining or excavation and fill operation, a groundwater quality system shall be installed according to the standards of the Florida Department of Environmental Protection (FDEP). Groundwater quality on each site of a mining or excavation and fill operation shall be monitored according to the standards of the FDEP, and all test results from monitoring wells shall be provided to the County. For the purpose of sampling and analysis to gather baseline data regarding ground water resources, the County shall have access to all test wells on site.

(h) Dewatering

Dewatering operations shall be planned and controlled so as to provide minimum drawdown of the shallow groundwater table. Any dewatering operation which results in detrimental fluctuations of water levels in adjacent wetland areas shall be terminated until such time as a satisfactory plan is approved by the DRC to maintain water levels in such areas.

(i) Planned Water Bodies

Planned water bodies or groundwater lakes incorporated in the final reclamation plan are required to meet the following standards:

1. Bodies of water shall be designed for a minimum depth of eight feet over a minimum of 80 percent of the water surface area.
2. A minimum of ten percent of the lake shall be refilled to shallower depths of two to four feet in order to encourage aquatic plant growth and fish propagation.
3. If side slopes different from the ten percent ratio are proposed, terracing may be utilized, subject to approval by the DRC for an engineering evaluation of the long-term stability of such slopes.

404.98 Additional Excavation and Fill Operation Requirements

(a) Method of Excavation

The method of excavation shall be planned so that the greatest volume of earth can be moved without resulting in deep holes scattered throughout the site. The use of the land shall be so that excavation is brought to the permitted depth at one part of the property and then proceeds to the remainder of the property.

(b) Depth of Excavation

Where the Floridan Aquifer is unconfined, excavation shall be permitted no deeper than 15 vertical feet above the top of the Floridan Aquifer, to ensure that a minimum of 15 feet of undisturbed soil remains above the wet season high water table or limestone. Field adjustments shall be made as necessary to accomplish this intent. A land surveyor licensed in the State of Florida shall establish accessible benchmarks at 500 foot centers within the limits of the areas of the active excavation reflecting the limits of excavation depth to ensure 15 feet of undisturbed soil remains above the top of the Floridan Aquifer.

(c) Continuous Reclamation

Permanent vegetative cover shall be established in five or ten acre increments. Upon filling of five acres of the site, a soil cap shall be placed and permanent vegetative cover shall be established so that no more than ten acres of the site is

being actively filled. For those areas that are not planned for backfilling, 1:4 (rise:run) side slopes shall be created and permanent vegetative cover established on these slopes. Final grading and establishment of permanent vegetation shall occur on an area-by-area basis as backfilling is completed so that reclamation takes place in conjunction with excavation and fill. Reclamation shall be continuous, and shall commence immediately after activity within an area of the site. Revegetation of all areas shall be accomplished no later than 90 days after the completion of other aspects of reclamation. Vegetation types utilized shall consist of grasses to be used for hay/sod production or native species replicating natural habitat that are well adapted to the soil's condition and terrain features prevalent on the site.

404.99 Additional Mining Operation Requirements

(a) Method of Excavation

All excavation of overburden shall be accomplished in a manner conducive to segregated stockpiling of differing geologic materials. Topsoil, clean sands and clayey soils shall each be stockpiled separately or layered in stockpiles in such a manner as to avoid commingling of differing geologic materials, and in all cases care shall be taken to avoid contaminating topsoil with clayey materials.

(b) Soil Restoration

Upon completion of the mining operation, restoration of the ground surface shall be accomplished by replacement of each of the differing soil types in reverse sequence from that in which they were removed. Each separate layer, horizon or geologic strata shall be replaced and consolidated before the succeeding layer is replaced. Topsoil uncontaminated with clayey materials shall be placed as the final surface cover on all mining operations.

(c) Final Contours

Contours shall be regraded as closely as possible to those existing originally on the site unless the reclamation plan has established an alternate set of contours as being more desirable for the final intended use of the reclaimed land. If the nature of mining operations is such that quantities of available spoil material are not adequate for restoration to original contours, than the site shall be reclaimed so that no slope is steeper than one foot of vertical run to six feet of horizontal run, except in the case of limerock cuts, which shall be left at a stable slope.

404.100 Required Materials for Special Use Permit Review

The information in this Section shall be submitted by an applicant as part of special use permit review.

(a) Project Description

A general project description of the proposed or expanded mining or excavation and fill operation shall include the following, as applicable:

1. types of minerals or materials to be mined or excavated on the site;
2. the nature of materials to be used for fill, including clean debris, construction and demolition debris, or similar materials;
3. estimated total area, in acres, to be mined or excavated and filled;
4. proposed approximate dates for beginning and completing all mining or excavation and fill operations;

5. proposed days and hours of operation;
6. proposed method for onsite processing of minerals or materials;
7. proposed method for receipt, stockpiling and fill of clean debris or construction and demolition debris;
8. a description of truck or transportation routes to be used for transport of minerals, materials or fill, onsite and within 1,000 feet of the site;
9. a description of how the minerals or materials are to be transported to and from the site, including all types and sizes of carriers to be utilized;
10. the anticipated number of trips per day to or from the site; and
11. the destinations to which minerals and materials will be transported, and a description of any trans-shipment points and changes in mode of transportation.

(b) Location Map

This map shall show the location of the site and boundaries of property lines in relation to state and County roads.

(c) Aerial Photograph

An aerial photograph taken within one year of application submittal, showing property lines and areas proposed for mining, excavation or fill.

(d) Development Plan

This graphic shall include the following features:

1. all property lines within 500 feet of subject property;
2. public and private roads, paved or unpaved;
3. planned access from public or private roads;
4. utility lines and easements on site;
5. septic tanks and drain fields on site;
6. conservation areas on or adjacent to site;
7. the approximate location and acreage of existing and proposed mining or excavation and fill areas, with a legend relating approximate time frames of activity within these areas;
8. cross-sectional of the proposed depth of areas to be mined or excavated and relationship to the wet season high water table and geologic materials, based on test borings performed on the site;
9. proposed location of groundwater monitoring wells on the site;
10. proposed location of buildings and structures on site, including pipelines;
11. proposed location of height of milled asphalt storage piles, stockpiles, and spoil or other excavated materials;
12. proposed location of tanks for liquids stored on the site;
13. location of all fences, walls, earth berms or vegetative buffers to be installed or existing on site;
14. dimensions and total square feet of existing and planned impervious areas on the site;
15. location and dimensions of planned stormwater management facilities;

16. setbacks proposed for all structures and operations; and

17. existing potable water wells within 500 feet of the site boundaries.

(e) Floodplain Map

A USGS floodprone area map or USGS topographic map with 100-year floodprone areas is acceptable. The map shall include property lines of the proposed mining or excavation and fill site. The Director shall have the right to require the applicant to submit data to establish the location of the 100-year floodprone area.

(f) Soils Map

A map of generalized soils, with property lines delineated. Natural Resource Conservation Service (NCRS) maps may be used for general reference.

(g) Site Topography

A map of topography consistent with the 7 ½ USGS Minute Series or any more recent replacement, showing property lines and contour lines on the site at a maximum of two-foot intervals.

(h) Water Resources

A map of all wetlands and aquifer recharge areas on the site, delineating project property lines. This map shall show the proposed location of test wells on the site, which will be used to determine average and seasonal high water table depths and the direction of flow gradient.

(i) Survey of Site

The survey shall include all areas subject to the application and a legal description. The survey shall have been completed no more than one year prior to the application submittal. The survey shall include locations and elevations of required 500-foot-centered benchmarks in areas designated for mining, excavation, or fill.

404.101 Required Materials for Development Plan Review

In addition to the requirements for special use permit review, the information indicated in this Section shall be submitted by an applicant as part of development plan review.

(a) Environmental Assessment

An environmental assessment shall be submitted according to the requirements of Chapter 406 of this ULDC.

(b) Hazardous Materials Management Plan

A hazardous materials management plan shall be submitted to establish a mining or excavation and fill operation or to extend the approval period of such operation. This plan shall be evaluated and found adequate by the Development Review Committee as a condition of final development approval. A hazardous materials management plan shall address, but is not limited to the following:

1. establishment of procedures for the prevention of releases of hazardous wastes into the natural environment, including air, ground water and surface water resources;

2. establishment of procedures for identification, removal, disposal and remediation of releases of hazardous wastes into the natural environment;

3. identification and use of proper procedures to prevent improper release into the environment of vehicle maintenance materials used on site, including fluids, lubricants, oils and similar materials, and to ensure such materials are utilized and disposed of in accordance with manufacturer's specifications;
4. establishment of procedures for the identification, collection and disposal of wastes, other than clean debris or land clearing debris, that may be delivered to approved excavation and fill sites; and
5. establishment of a method for monitoring the identification, disposal and mitigation of adverse impacts from unauthorized materials.

(c) Waste Management Plan

A waste management plan for the handling of unauthorized wastes shall be established for the purpose of outlining procedures for properly managing the removal and disposal of such wastes identified on the site. This plan shall be evaluated and found adequate by the Development Review Committee as a condition of final development approval.

1. Effect of Unauthorized Materials Present on Site

If unauthorized materials are present on site and can, based upon the specific nature of such materials and their threat to ground water quality, or the amount of such materials on site, or the location of such materials in relation to groundwater resources, the Director of EPD may authorize monitoring of the threat of such materials to contaminate water quality.

2. Materials Used On Site

Any materials such as lubricants, hydraulic fluids, oils or other materials used in equipment maintenance shall be properly stored, collected and disposed of. The management plan shall outline spill cleanup and disposal procedures to deal with lubricants, oils and similar materials used on site but not within the scope of the permit for disposal on site.

(d) Groundwater Quality Monitoring Plan

A water quality monitoring plan, prepared by the applicant, shall be required for one or more of the following: new mining or excavation and fill operations; expansion of existing mining operations; as part of an annual review of an approved special use permit, existing mining or excavation and fill conducted where similar previous site activities may have degraded groundwater or surface water quality; or in instances where there is evidence of disposal of prohibited materials. A water quality monitoring plan shall include the information listed below.

1. The type of device or procedure to be installed or followed.
2. The monitoring, sampling and reporting schedule to be followed.
3. The proposed depth, locations and construction details for monitor wells or water quality monitoring stations.
4. The proposed water sampling program with anticipated sampling schedule and parameter coverage. A proposal for the compilation of data and the submission of reports to the EPD.
5. A proposal for the compilation of data and the submission of reports to the EPD.

(e) Reclamation Plan

A reclamation plan, prepared and sealed by a professional engineer, shall be submitted with the application for a mining or excavation and fill operation. The plan shall describe the proposed mining and land reclamation operations and procedures to be followed for a minimum period of five years. The plan shall include the information required here and shall comply with applicable federal, state or water management district requirements.

1. **Areas to be Reclaimed**

   The total area of the entire mined, excavated, or otherwise disturbed area that is to be reclaimed, in both percent of site area and total acres, as well as an annual schedule for the areas to be reclaimed.

2. **Reclamation Methods**

   A description of the manner in which restructuring, reshaping, and revegetation will be accomplished.

3. **Reclamation Timetable**

   A timetable detailing the estimated time periods for stages of reclamation and reuse after the mining, excavation and fill activity has been completed. A time limit for completion of reclamation shall not be placed on areas reserved for slime ponds or settling ponds in mining operations.

4. **Potential Future Uses of Site**

   The potential and planned uses of the reclaimed area and an analysis of how proposed reuse complies with the Comprehensive Plan. Areas utilized for mining or excavation and fill operations shall not be reused for residential purposes, except where engineering data is submitted showing that there has been adequate compaction to allow the type of residential construction proposed.

5. **Final Buffers and Screening**

   The location of fences, walls, earth berms, or vegetative buffers required for reclamation.

6. **Proposed Erosion Control**

   Proposed erosion control measures, including final site grading, final slopes and the locations and types of trees, grasses or other plant materials to be utilized.

7. **Water Bodies and Stormwater Facilities**

   The location, size and water elevations of any water bodies or stormwater facilities proposed as a permanent feature following mining operations. The proposed method for retaining water levels in permanent lakes.

(f) Mining Operations Plan

The plan shall contain information regarding proposed mining and excavation on the site, including but not limited to the following information:

1. the ultimate method for disposal of stockpiles, spoil piles, or other materials stored on the site;

2. the proposed dewatering plan, including the method of disposal for water created by this process, the location and size of any disposal areas, and the method of treatment of any waters to be discharged offsite or into surface waters;
3. estimated annual water consumption, in gallons per day, for all operations and activities;
4. proposed use of water recycling or reclamation processes or techniques, in gallons per day;
5. proposed transfers of water from one watershed or basin to another, including amounts in gallons per day;
6. proposed importing of water from another source, including identification of source, amount in gallons per day, length of transfer in miles, and method of transfer;
7. the anticipated amount of wastes, tailings and similar materials to be produced and plans for disposal including the size and nature of treatment facilities located onsite;
8. the anticipated amounts of airborne emissions from the mining operation, including all equipment, transportation, processing or other sources; and
9. a complete description, including process flow diagram, of any proposed mineral-resource processing operation to be conducted on the site.

404.102 Annual Report

An annual report of any approved special use permit for any mining or excavation and fill operation shall be submitted no later than October 1st of each year. Failure to file an annual report shall be grounds for suspension of an approved development plan and operations on the site. This annual report requirement shall apply to all existing approvals for mining or excavation and fill operations. All reports shall include, at a minimum, the information listed below:

(a) Development Plan Update

A graphic illustration, utilizing the approved development plan for the mining or excavation and fill operation, showing changes to the site during the previous 12 months due to mining, excavation, fill, placement of overburden or materials and similar changes based upon the operations on the site. This graphic shall include an as-built survey. The survey shall include current topographic contours and current survey elevations at 500 foot centered benchmarks to ensure compliance with permitted excavation depths. The graphic shall show the location and acreage of existing excavated, filled, and reclaimed areas, as well as areas proposed for excavation, fill, and reclamation over the next 12 months. The graphic shall also show the location of milled asphalt storage piles on the site.

(b) Operations Update

A written report summarizing the changes occurring to the site during the previous 12 months, accompanied with tabular data indicating the approximate number of acres changed due to mining, excavation, fill and reclamation. The report shall address how such changes are consistent with the requirements of this Article, all applicable approved plans and all conditions of approval of the special use permit.

(c) Report of Waste Stream

A monthly compilation of the incoming waste stream over the last year, including total amounts (in tons or cubic yards) of waste received, as well as the total amounts disposed of at the site, recycled at the site, or transferred to another location for proper disposal or recycling.

(d) Monitoring

The result of monitoring programs, such as groundwater quality monitoring, that are required by the approved special use permit.

(e) Status of Plantings

An update on the status of required plantings in buffers, stormwater facilities, and reclaimed areas, including the number of surviving plantings and any plantings made to maintain required survivorship as defined by the approved development plan.

(f) Certification

Certification by a professional engineer that all mining or excavation and fill operations are carried out in compliance with the approval granted by the Board of County Commissioners and the Development Review Committee, the approved master mining or development plan, all applicable federal, state, water management district or County requirements and in accordance with generally accepted engineering practices.

(g) Enforcement Actions

A description of all code enforcement, legal or other enforcement actions pertaining to the property or operation, initiated by Alachua County or other governmental agency in the preceding 12 months, and the disposition or status of such actions.

404.103 Bond and Surety Requirements

(a) Liability for Mining or Excavation and Fill Operations

The owner and operator of a mining operation shall have absolute liability and financial responsibility for any damages to public or private property, human, animal or plant life, or any mineral or water-bearing geologic formation incurred due to mining or excavation and fill operations, failure of any dam, spillway or outlet structure of a settling or thickening pond, or failure to properly reclaim mined-out lands.

(b) Bond for Reclamation Required

As a condition of special use permit approval, the Board of County Commissioners shall require posting of a reclamation bond. The bond shall guarantee funds in an amount of 110% of the estimated cost to complete all required reclamation of a mining or excavation and fill operation, and may be increased to ensure the financial resources to complete reclamation, including placement of a soil cap and revegetation. The bond shall be maintained in perpetuity or until reclamation occurs, and the Board of County Commissioners may withhold a specified portion of the reclamation bond to ensure the reclamation is completed properly.

1. Forms of Security

Acceptable forms of security may include but are not limited to, a letter of credit, surety bond, or cash bond.

2. Retention of Security

The financial security shall be held by the County until the reclamation plan is implemented and completed for the entire site under permit. Proof of a sureties posted with the Florida Department of Environmental Protection shall satisfy this requirement.

3. Alternate Form of Security

The security may be provided in an alternate form acceptable to the County Attorney.

4. Posting of Security

The financial security shall be reviewed by the County Attorney, and shall be posted prior to issuance of final development plan approval and the initiation of any land excavation and fill operations.

5. Partial Release of Security

If it is determined that the partial completion of reclamation activities reduces the cost of further reclamation, the amount of the financial security may be reduced.

a. At no time shall the security be less than 110 percent of the cost of uncompleted reclamation activities.

b. Reduction in the amount of the financial security shall not occur more often than once in each calendar year.

(c) Exemptions from Providing Bond or Surety

The following shall be exempt from the requirement for financial security required by this Section:

1. Mining or excavation and fill operations that may provide proof of a reclamation bond issued to the Florida Department of Environmental Regulation or other regulating agency that guarantees funds in an amount sufficient to complete all required reclamation of a mining or excavation and fill operation.
2. Units of local, regional, state and federal government operating on government-owned property.

404.104 Annual Inspection

In addition to fees for the processing of applications for special use permit and final site plans, the Board of County Commissioners shall impose an annual permit fee for all excavation and fill operations. A separate fee shall be charged for each special use permit approving excavation or fill operations. This fee will be due and payable on October 1 of each year and shall cover the period beginning October 1 and ending September 30 of the following year. In the instance of an operation involving both excavation and filling activities, one fee for both operations shall be imposed. A reduced fee shall be charged for inactive excavation and fill operations. The owner of each excavation and fill operation shall be responsible for notifying the Codes Enforcement Department prior to October 1 of each fiscal year if an excavation and fill operation is inactive. Within this section, the term 'inactive' shall mean that no activity commonly associated with an excavation and fill operation has occurred at the site for period of at least 90 days. Notwithstanding the provisions of this section, no unit of local, state or federal government shall be assessed the annuals inspection fee.

Article 25 Public Fairground

404.105 Public Fairground

A public fairground shall be allowed as a limited use in the MS or MP district on that portion of Tax Parcels 07872-003-002 and 07872-003-008 described in the Declaration of Covenants, Conditions and Restrictions recorded in Book 3598, Page 1133 of the Official Records of Alachua County provided that fairground uses include agricultural, community-based or government-oriented activities, and to the extent any of these activities are commercial in nature, said activities shall not exceed a period greater than six (6) consecutive months.

Article 26 Indoor Sports Training~~Traning~~ Facility

404.106 Indoor Sports Training Facility

Indoor Sports Training Facilities are allowed as a permitted use in the BR, BR-1, BH, BA, BA-1, and BW zoning districts. Indoor Sports Training Facilities may be allowed as a Limited Use in the ML, MS, and MP zoning districts subject to the following standards to be evaluated through development plan review:

(a) The future land use designation of the property must be Rural Employment Center.

(b) Sales of goods related to activities conducted on the site may be permitted within an area up to 500 sq. ft.

Article 27 Business and Professional Services

404.107 Bank or Financial Institution

A bank or financial institution is allowed as a permitted use in the BP, BR, BR-1, BH, BA and BA-1. The following standards apply to banks or financial institutions as a limited use within the Village Center of a Traditional Neighborhood Development or a Transit Oriented Development:

(a) Banks are allowed a maximum of two drive-through lanes.

(b) Drive-through lanes and drive aisles shall be located at the rear of buildings and shall be architecturally integrated with the building or screened from the street.

(c) If a bank or financial institution provides a drive-through, the building shall be designed to meet a nationally or locally recognized green building standard.

Article 28 Resource-based Recreation

404.108 Dock

Private docks are allowed as limited uses in the zoning districts and TOD/TND developments, subject to the following standards.

(a) The maximum length of enclosure, including any roofed areas, of a dock shall not measure more than 20 percent of the lot width along the lateral shoreline.

(b) No regulated trees, as defined in Article 2, Trees and Native Vegetation, of Chapter 406, shall be removed to facilitate construction of a dock.

(c) Permits for docks that exceed 1000 square feet of surface area, or do not meet the standards in (a) or (b) above, may only be issued by the Development Review Committee, in accordance with Chapter 401 Article 5.

404.109 Hunting or Fishing Camp

A hunting or fishing camp, for private or commercial use, may be allowed as a limited use in the A, C-1, or MB district, subject to the following standards.

(a) The site for a hunting camp must have at least 500 acres. Where the only activity on the site is a fishing camp, the site must have at least 40 acres of area that is not submerged.

(b) Sleeping accommodations may be provided within a lodge, cabins, or spaces for recreational vehicles or tents. Where a lodge or cabin(s) is proposed, no more than 25 sleeping rooms shall be provided. No more than 25 recreational vehicle or tent spaces may be provided. A hunting or fishing camp may provide a combination of sleeping accommodations not to exceed 25 total. Where tent spaces are proposed, common sanitary facilities including showers, toilets, and sinks shall be provided.

(c) A 300 foot setback shall be provided on all sides of the property. This shall not be interpreted to prohibit any agricultural or silvicultural activities on the property.

(d) A unified plan for wastewater disposal meeting the requirements of the Health Department shall be required as part of any application for a hunting camp.

(e) Kennels for hunting dogs kept at the site shall meet the applicable standards in §404.18.

(f) Docks provided for fishing camps shall meet the standards in §404.108.

404.110 Residential Recreation Camps

Residential recreational camps are allowed by special exception in the A, C-1, and MB districts in accordance with the following standards.

(a) The minimum lot area within the A or C-1 districts shall be 40 acres. In the MB district the minimum lot area shall be 10 acres.

(b) Residential recreational camps in the C-1 district may only be allowed in accordance with an approved management plan as provided in Chapter 406, Article 20.

(c) The maximum density of cabins and/or tent campsites shall not exceed 2 per acre. Density shall be calculated as gross density and include all land area exclusive of major water bodies starting at the high water mark.

(d) Cabins must be in compliance with Florida Building Code and must contain a minimum of 50 square feet per occupant.

(e) All structures, cabin spaces and tent sites shall be setback a minimum of 200 feet from the property line.

(f) Vehicular access shall be from a paved public roadway. Where determined by the Director to be appropriate, access may be permitted from a local or unpaved roadway.

(g) A unified plan for water distribution and wastewater disposal meeting the requirements of the Health Department shall be provided as part of any application for a residential recreational camp.

(h) Sanitary facilities including showers, toilets, and sinks shall be provided.

~~(c)~~(i) A single permanent residence may be allowed in either a site built or manufactured building.

July 12, 2011 Regular BoCC Meeting
Agenda Item #24

Title
ZOS-05-10. Special Use Permit Request for a 130 foot 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, the site of the Tower Road Public Library.

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, PowerPoint 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 colocate 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: Public_Comments_ZOS0510.pdf
Attachment: Photosims_2nd_at_130.pdf
Attachment: INFORMATION_TMOBILE_ADJ_FACILITIES.pdf
Attachment: MEMO.pdf
Attachment: Preliminary_Const_Drawings.pdf
Attachment: Tree_Survey_Letter.pdf
Attachment: PowerPoint_ZOS0510.pdf
Attachment: Staff_Report_ZOS_05_10.pdf
Attachment: APPLICATION.pdf
Attachment: ENVIRONMENTAL_CHECKLIST.pdf
Attachment: MAILED_NOTICE_AFFIDAVIT.pdf
Attachment: OVERVIEW_MAP.pdf
Attachment: RF_with_Gillen.pdf
Attachment: TECH_DATA.pdf
Attachment: Resolution_Z_11_09.pdf
Attachment: PROPERTY_OWNER_AFFIDAVIT.pdf
Attachment: DEED.pdf
Attachment: FCC_LICENSE.pdf
Attachment: SURVEY.pdf
Attachment: Tree_Survey.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

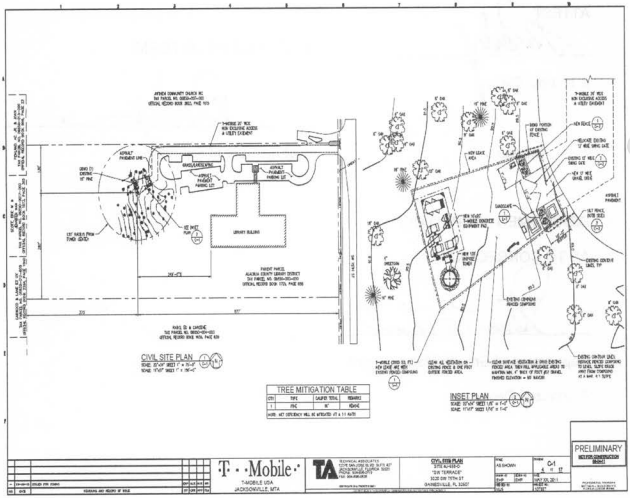
Authorized Designee

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

RADIO
TELEVISION
CATV
COMMON CARRIER

5422 NW 81ST BOULEVARD
GAINESVILLE, FLORIDA 32653-2872

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.

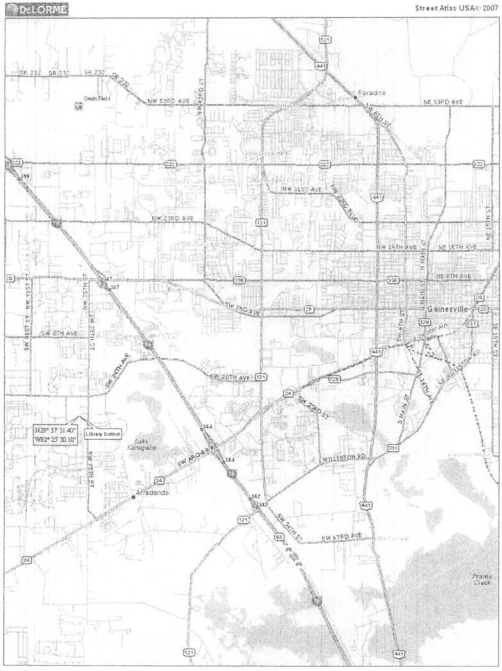
If you have any questions please feel free to contact me.

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 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

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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

Alachua County

THE
ER

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				

WLCR65111TP OFFICE OUTLET, INC. 1-800-404-5632

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WLCK-1-WHIP (7-08)

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P.O. BOX 2046 • 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
DER Alachua County

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈176530⑈ ⑆061101375⑆ 69 2239 7606⑈

TA TECHNICAL ASSOCIATES ALBANY, GEORGIA 31702

176530

Check Date: 9/24/2010

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				

PATROCK NAME

WLCK-1-WHP (7/09)

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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 DEVELOPMENT	DATE

TOWER DATA (NAD 83)

TOWER:	130' UNIPOLE
LATITUDE:	29° 37' 32.97" NORTH
LONGITUDE:	82° 23' 29.06" WEST

ZONING INFORMATION

PERMITTING JURISDICTION:	ALACHUA COUNTY
ZONING CLASS:	RC-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. 12001G 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 356B) TOWARDS LAKE CITY. TAKE US-301 (EXIT 343) KEEP STRAIGHT ON US-301 FOR APPROX. 5 MILES. TURN LEFT ONTO SR-26. KEEP STRAIGHT (AVOID SR-121, BOND MARC ONTO SR-26 (W UNIVERSITY AVE). TURN LEFT ONTO (SW) 75TH ST (TIMES RD). ARRIVE 3020 SW 75TH ST, GAINESVILLE, FL 32607. TOTAL DISTANCE 87 MILES.

PROJECT CONTACTS

PROPERTY OWNER
ALACHUA CO. LIBRARY DISTRICT
401 E. UNIVERSITY AVE.
GAINESVILLE, FL 32601
PHONE: 352-334-3910
FAX: 352-334-3918

SOL HIRSCH

DEVELOPER
T-MOBILE
7035 A.C. SKINNER PARKWAY
JACKSONVILLE, FL 32256
PHONE: 904-751-7014
FAX: 904-251-7130

KELLY WILLIAMSON
EMAIL: Kelly.Williamson@T-Mobile.com

DRAWINGS BY
TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD., SUITE 427
JACKSONVILLE, FL 32223
PHONE: 904-886-0779
FAX: 904-886-0828
CELL: 904-277-7980

JOHN HOWARD
EMAIL: jhoward@technicalassociates.com

SURVEYOR
GOLDINE SURVEYING, INC.
13430 NW 150th TERRACE, SUITE A
ALACHUA, FLORIDA 32615
PHONE: 386-418-0500
FAX: 386-462-9985

DAVID SHORT

TELEPHONE COMPANY
GAINESVILLE REGIONAL UTILITIES
301 SE 4TH AVE, PO BOX 147117
GAINESVILLE, FL 32614
PHONE: 352-334-3400 X6810
FAX: 352-334-3493
CELL: 352-339-3420

TOM LAWYER
EMAIL: lawyert@gru.com

POWER COMPANY
GAINESVILLE REGIONAL UTILITIES
3005 SW 97 BLVD, PO BOX 147117
STATION 36-45
GAINESVILLE, FL 32614
PHONE: 352-334-8068
FAX: 352-334-2554

WELDDEE WILLIAMS
EMAIL: williamsw@gru.com

PRELIMINARY
NOT FOR CONSTRUCTION
05-09-11

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	CHK
1	04-05-10	ISSUED FOR ZONING	CHP	ALD	ALD	MB

T··Mobile·®
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-0779
FAX: 904-886-0828
CERTIFICATE OF AUTHORITY # 3990
DO NOT SCALE THIS DRAWING - DIMENSIONS ARE NOTED THEREHEREON

DRAWING INDEX/ TITLE SHEET
SITE #JK0698-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	AS SHOWN
DRAWN BY:	CHP
CHK'D BY:	ALD
DESIGN BY:	ALD
APP'D BY:	MB
DRAWING NO.	T-1
REVISION	1
SHEET	1 OF 12
DATE OF ISSUE	04-05-2011
MDCR NO.	1237827

PROFESSIONAL ENGINEER'S SEAL AND SIGNATURE NOT REQUIRED PER FLORIDA LICENSE BRANCH

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 PROJECT REQUIREMENTS AND SCOPE OF WORK IS ACHIEVABLE 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 DESIGNED 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 KEPT ON SITE AND SHALL BE AVAILABLE TO THE OWNER OR HIS AGENT 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 OF ALL PERSONS AND PROPERTY (ALL REQUIREMENTS OF ALL PERSONS AND PROPERTY DURING THE COURSE OF THE CONSTRUCTION. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, NOR SHALL IT BE CONSTRUED TO RELIEVE THE CONTRACTOR(S) FURTHER AGREES 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 SUCH PERFORMED WILL BE CORRECTED BY THE CONTRACTOR AT NO EXTRA COST TO THE CONTRACT.
5. CONTRACTOR SHALL DETERMINE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER TO AID TO AVOID INTERFERENCE TO PROPERTY OWNER'S USE.
6. ALL WORK SHALL BE COMPLETED IN A SATISFACTORY, PROFESSIONAL, WORKMANLIKE MANNER, SUBJECT TO PERIODIC AND/OR RANDOM 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 THE 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 SPECIFIED IN THE BILL OF MATERIALS.

ENVIRONMENTAL:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ESSED PLANS. 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 SEDIMENT CONTROLS AND OTHER BEST MANAGEMENT PRACTICES FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS AND WATERWAYS AND SHALL BE MAINTAINED IN PLACE THROUGH FINAL APPROVAL/FINAL INSPECTION & RELEASE OF SITE.
3. CONTRACTOR SHALL INSTALL/CONSTRUCT ALL NECESSARY SEDIMENT/SILT CONTROL MEASURES 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 THE CONDITION OF 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 PROTECT ALL EXISTING TREES AND VEGETATION OUTSIDE LIMITS OF CLEARING CONTROL BOUNDARY. REMOVAL OF TREES SHALL BE KEPT TO A MINIMUM. ALL NECESSARY CLEARING OF VEGETATION AND TREE REMOVAL SHALL BE ONLY AS PERMITTED AND BE FIELD TO A MINIMAL ONLY TIMES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED.
7. 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.
8. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EARTHWORKS FROM ERR, 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 BARRIERS, SEDIMENT TRAPS AND PONDS.
9. ANY TOP SOILS DISTURBED DURING CONSTRUCTION SHALL BE REDISTRIBUTED EVENLY, AND AS DIRECTED BY OWNER'S REPRESENTATIVE. SURPLUS TOP SOILS, FRIABLE, NON-SUBSOILS OF UNDESIRABLE 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 SHALL ALSO BE FOLLOWED. IN THE EVENT OF CONFLICT BETWEEN CODES, 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 WILL OBTAIN A COPY FOR EACH REQUIRED PERMITS, LICENSES, FEES, INSPECTIONS, ETC.
3. THE CONTRACTOR SHALL NOTIFY ALL JURISDICTIONS OF REQUIRED INSPECTIONS AND ALLOWING TIMELY NOTICE TO THE BUILDING INSPECTION DEPARTMENTS 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 EMPLOYEES, OTHER PERSONS AND UTILITIES SHALL BE ESTABLISHED PRIOR TO ANY ACTIVITIES. IN ADDITION, CONTRACTOR AND ALL PERSONS ENTERING THE CONSTRUCTION SITE SHALL WEAR HARD HATS AND SAFETY VESTS OR DRESS OTHER SUITABLE STANDARD, I.E., ANSI/ISEA 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 BE COMPLETED IN A SAFE MANNER. ALL TEMPORARY WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE AND NATIONAL CODES TO PROTECT THE PUBLIC.
6. ON NEW TOWER SITES, T-MOBILE WILL CONVENTS AS A PERMISSIBLE OF THE TOWER LOCATION BY USING A TOWER RELEASE FORM. NO NEW TOWER SHALL BE CONSTRUCTED UNTIL THE TOWER RELEASE FORM IS SIGNED BY THE CONTRACTOR.
7. CONTRACTOR SHALL REVIEW ALL ITEMS AND EMPTY COAXIAL CABLE REELS FROM THE TOWER MANUFACTURER PRIOR TO ERECTION.
8. BOUNDARY, TOPOGRAPHIC AND UTILITY SURVEYS ARE BASED ON PROPERTY SURVEY. CONTRACTOR SHALL UTILIZE SURVEY TO ESTABLISH LOCATIONS OF PROPERTY BOUNDARIES ELEVATIONS, AND LOCATIONS OF UTILITIES BEFORE EXCAVATION. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND DIMENSIONS AND IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER/OWNER OF ANY DISCREPANCIES BETWEEN THE SURVEY FOR EXISTING CONDITIONS AND THE DRAWINGS PRIOR TO PROCEEDING WITH WORK.
9. CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING AND PROPOSED UTILITIES INCLUDING POWER, GROUNDING, CONDUIT SIZES AND LOCATIONS, ETC.
10. CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTS DURING THE CONSTRUCTION AND RESTORATION ANY DISTURBED MONUMENTS AT THE DIRECTIONS LAND SURVEYOR.
11. ANTENNA TOWER AND TOWER FOUNDATIONS ARE SHOWN ONLY FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO TOWER MANUFACTURER DRAWINGS AND AS-BUILTS FOR TOWER DETAILS.
12. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF 10 FT. CLEARANCE DISTANCE FROM TANK FILL CONNECTION AND ANY OVERHEAD POWER OR IDENTIFY.
13. THE FOLLOWING ITEMS SHALL BE PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR.
   A. ANTENNAS
   B. GENERATOR & DIESEL FUEL SUB BASE TANK (BY OTHERS)
   C. COAXIAL CABLES & ASSOCIATED HARDWARE.
   D. MAIN EQUIPMENT SUPPORT FRAME
   E. BATTERY
   F. TANK
   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 INSTALLATION OR CONSTRUCTION.
16. COLOR OPTIONS SHALL BE SELECTED BY THE 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 RACK = 1235 LBS EACH
   B. UMTS CABINET W/MOUNTING RACK = 1000 LBS EACH
   C. CABINET SIZE = 400 LBS EACH
   D. H-FRAME W/ PPC & ATS = 675 LBS
   E. RET MODEM/ DIESEL GENERATOR SUB BASE FUEL TANK = 7000 LBS
3. DESIGN LOADS: ALACHUA COUNTY, FLORIDA
   A. WIND LOAD: ULTIMATE DESIGN WIND SPEED, BUILDING CATEGORY II, IMPORTANCE FACTOR I.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 C33. CONCRETE SHALL BE PROPORTIONED IN ACCORDANCE WITH ACI 211.1 AND CONSTRUCTION MANAGER IN A TIMELY MANNER TO MIX FIELD CONSTRUCTION SAMPLES OF CONCRETE FOR 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 5 LBS PER CUBIC YARD OF CONCRETE.
4. REINFORCING BARS SHALL HAVE A MINIMUM TENSILE YIELD STRENGTH OF #3SIZE 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 ENCOUNTERED SUCH AS EXPANSION ANCHORS, MEDGE 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. ACTUAL, FABRICATED, 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 OR A36/A36M AS ALL OTHER STRUCTURAL STEEL SHAPES. ALL STEEL SHALL COMPLY WITH ASTM A36/A36M.
3. ALL WELDED STEEL SHALL BE WELDED AS PERFORMED 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 BE NOTIFIED 24 HOURS IN ADVANCE OF ANY WELDING OPERATIONS. ALL WELDING OPERATIONS SHALL COMPLY WITH AWS D1.1 LATEST EDITION. ALL WELDS SHALL BE 3/16" MINIMUM FILLET WELDS U.O.N. ELECTRODES SHALL BE E7XXX, WHERE XX IS THE TENSILE STRENGTH. ALL WELDS SHALL NOT BE ALLOWED UPHILL FROM THE WELDING SHOWN ON THESE DRAWINGS AS FIELD WELDS. TORCH CUTTING OF STEEL IS ALSO NOT ALLOWED.
5. APPLY TWO COATS OF ZINC-RICH PAINT OR ZINC-RICH PRIMER AND TOP COAT TO ALL FIELD DRILLED HOLES AND EXPOSED CUT SURFACES, INCLUDING ALL ENDS OF CUT 3/16-STRUT MATERIAL, AFTER ERECTION AND PRIOR TO INSTALLATION OF ANY EQUIPMENT SHALL BE APPLIED TO ALL GALVANIZED WHERE GALVANIZED SURFACES WERE PREVIOUSLY DAMAGED, INCLUDING ALL WELD AREAS. THOROUGHLY CLEAN SURFACE PRIOR TO APPLICATION OF PAINT. CONSULT MANUFACTURER'S RECOMMENDATIONS FOR COMPATIBILITY OF PRODUCTS.
6. FASTENERS SHALL BE DOMESTIC MEDIUM STRENGTH BOLTS, GALVANIZED BOLTS, BEARING TYPE "X" CONNECTIONS WITH THREADS INCLUDED, COMPLY WITH ASTM A325 SPECIFICATIONS, U.O.N.
7. BOLTS SHALL BE TIGHTENED USING "TURN-OF-THE-NUT METHOD, U.O.N. EXCEPT TORQUE WRENCH METHOD MAY BE USED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.

GENERATOR NOTES:

1. INSTALL FUEL 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 LOCAL, NATIONAL, STATE, SAFETY, 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 JCA
3. NOTIFY OWNER BEFORE START.
4. MOTOR SHALL RUNNING 48 HOURS OF GENERATOR OFF LOAD FOR T-MOBILE FUEL DELIVERY.
5. PROVIDE GENERATOR SHALL RUNNING WITH 24 HOURS OF OFF LOAD TO 3 WEEKLY CONSTRUCTION MANAGER.
6. NOTIFY AND COORDINATE INSTALLATION WITH RF OPERATIONS AND NOC.
7. UNDER NO CIRCUMSTANCES SHALL ANYONE OTHER THAN THE GENERATOR MANUFACTURER'S AUTHORIZED SERVICE AGENT OPEN THE GENERATOR TANK.
8. DO NOT ATTACH BATTERIES TO THE GENERATOR UNTIL THE GENERATOR MFG. REPRESENTATIVE INSPECTS THE SITE TO VERIFY PROPER EQUIPMENT INSTALLATION.
9. 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 REQUIRED ON ALL SIDES OF GENSET BY MANUFACTURER.
10. CONTRACTOR TO COORDINATE INSTALLATION WITH THE GENERATOR AND EXISTING EQUIPMENT DOORS SHALL BE OPENED WITHOUT INTERFERENCE.
11. CONTRACTOR TO CONNECT THE #2 AWG TO THE EXTERIOR FRAME AND TO FRAME OF ANY EXTERNAL FUEL TANK WITH A COMPRESSION-TYPE 2-HOLE MECHANICAL LUG. CONTRACTOR TO BOND#6 AWG BARE COPPER WIRE AT THE MECHANICAL LUG CONNECTION POINTS AND APPLY ANTIOXIDANT TO THE MATING SURFACES PRIOR TO ATTACHING THE LUG(S) TO THE GENERATOR FRAME, SCREWS, STAINLESS-STEEL STAR-TYPE LOCK WASHERS AND STAINLESS-STEEL NUTS.
12. DO NOT EXOTHERMIC WELD TO ANY FUEL TANKS.

ELECTRICAL LEGEND:

■	EXOTHERMIC WELD TYPE CONNECTION
●	MECHANICAL CONNECTION
— E —	@' AND TOP BONDED
— UE —	UNDERGROUND ELECTRIC
— UT —	UNDERGROUND TELEPHONE
— OHE —	OVERHEAD ELECTRIC
— OHT —	OVERHEAD TELEPHONE
— OHEAT —	OVERHEAD ELECTRIC & TELEPHONE
— UEAT —	UNDERGROUND ELECTRIC & TELEPHONE
— T —	ELECTRIC
— T —	TELEPHONE
— EOU —	EXISTING OVERHEAD UTILITIES
— A —	ALARM
①	REPRESENTS DETAIL NUMBER
①	REPRESENTS DRAWING NUMBER

ABBREVIATIONS

ATS:	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BATT	BATTERY
BGB	BURIED GROUND RING
C	CONDUIT
CCB	CABLE CLIP
CGB	CODE GROUND BAR
GEN	GENERATOR
GPS	GLOBAL POSITIONING SYSTEM
FMAC	FLEXIBLE NON-METALIC CONDUIT
MTS	MASTER TRANSFER SWITCH
U.O.N.	UNLESS OTHERWISE NOTED
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

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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

PRELIMINARY
NOT FOR CONSTRUCTION
05/08/13

1	05-03-13	ISSUED FOR ZONING				
NO.	DATE	REVISIONS AND RECORD OF ISSUE	CHP	LAD	APP	PLA

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T-MOBILE USA
JACKSONVILLE, FLORIDA

TA TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 627
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-7799
FAX: 904-886-9836

NOTES
SITE #:L4169-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

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CHECKED BY:	LAD
APPROVED BY:	LAD
DRAWING NO.	N-1
SHEET NO.	2 OF 17
DATE:	MAY XX, 2011
PROJECT NO.	1107867

PROFESSIONAL ENGINEER
ANTHONY L. DUCHATEAU
FLORIDA LICENSE #74404

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 SHALL INCLUDE IN HIS BID ANY/ALL COSTS FOR ANY/ALL EXISTING CONDITIONS OF ELECTRICAL WORK COMPLYING WITH ALL THAT ARE REQUIRED. FINAL SYSTEM SHALL BE VERIFIED BY THE CONTRACTOR, PRIOR TO THE SUBMITTAL OF HIS BID, AS BEING IN FULL COMPLIANCE WITH THE PARAGRAPH WILL IN NO WAY RELIEVE THE CONTRACTOR OF ANY/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. ALL MATERIALS AND EQUIPMENT SHALL INCLUDE BUT NOT BE LIMITED TO:
   a. UL - 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. LOCAL CODES AND ORDINANCES
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 BEING PERFORMED.
7. THE MATERIALS USED IN CONSTRUCTING THE ELECTRICAL SYSTEM SHALL BE NEW UNLESS INDICATED THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
8. CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE; LOAD SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULE/TIMETABLE FOR THE CONNECT INFORMATION, ETC., ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER, PRIOR TO BIDDING THE JOB.
9. ARMADA WIRE SIZE SHALL BE #12 MIN. UNLESS NOTED OTHERWISE, WIRING SHALL INCLUDE MOTOR STARTERS. ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION.
10. OUTLET BOXES SHALL BE PRESSED STEEL OR CAST IRON WITH A MIN. OF 1/2" THREADED HUBS IN WET/DAMP LOCATIONS AND PROVIDED GASKETS OR OTHER CLASSIFIED AS SUCH.
11. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE SYSTEM AND PROVIDE ALL MATERIALS AND APPARATUS AND 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 'I-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 THEIR CONSTRUCTION.
15. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
16. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHIN 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 FIRE, DAMAGE AND ANY/ALL PERSONNEL INJURIES DURING THE COURSE OF WORK.
18. PHONE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES AND ANY/ALL ITEMS FOR A COMPLETE SYSTEM.
19. ELECTRICAL CONTRACTOR SHALL FURNISH AND PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COMPACTION, SEE TO NOTES AND REQUIREMENTS UNDER ANY/ALL BACKFILLING.
20. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND IN COMPLIANCE WITH THE LIST OF U.L. APPROVED ITEMS AND SHALL NOT BE ON EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND ICEA.
21. WITHIN 30 DAYS AFTER AWARD OF CONTRACT, CONTRACTOR SHALL SUBMIT 4 COPIES OF ANY/ALL MANUFACTURER'S CUTSHEETS, SHOWING ALL PROPOSED ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
22. ANY CUTTING OR PATCHING REQUIRED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTORS RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND SHALL BE SUBJECT TO THE SATISFACTION OF THE 'CONSTRUCTION MANAGER' UPON FINAL ACCEPTANCE.
23. AT THE END OF CONSTRUCTION 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. CONTRACTOR SHALL FURNISH AND APPLY A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NO-OXIDE A" BY DARBYSHIRE CHEMICAL CO. THAT WILL MINIMIZE SURFACE OXIDATION CONNECTING, EXPOSED COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED – NO SUBSTITUTIONS.

ELECTRICAL (CONT'D):

26. RACEWAYS: CONDUIT SHALL BE SCHEDULE 40 PVC MATING OR EXISTING/NEW TO 1" – 1000, CONTRACTOR SHALL PLUG AND CAP EVERY 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 6 TIMES RADIUS, RIGS 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 'BITE 2MIT' OR 'COLD GALV'.
27. CONCRETE WORK: ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC.
28. CONCRETE: CONTRACTOR SHALL USE AIR ENTRAINED CONCRETE WITH TYPE 'SWIM' INSULATION, 6000, VOLT, COLOR CODED, USE SOLID CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 8 AWG, USE STRANDED CONDUCTORS FOR WIRE LARGER THAN NO. 8 AWG.
29. CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESSURE TYPE MECHANICAL CONNECTORS FOR WIRE SIZES #8 AWG AND LARGER. INSULATE USE INSULATING MATERIALS EQUIVALENT TO THE INSULATION OF THE CONDUCTORS.
30. SERVICE: 240/120V, SINGLE PHASE, 3 WIRE CONNECTION AVAILABLE FROM UTILITY. SERVICE TRANSFORMER OR METER LOCATION: SEE SITE PLAN.
31. TELEPHONE SERVICE: CONTRACTOR SHALL PROVIDE EMPTY CONDUITS WITH PULL STRINGS AS SHOWN ON PLANS.
32. ELECTRICAL AND TELCO RACEWAYS TO BE BURIED A MINIMUM OF 6" DEPTH.
33. CONTRACTOR SHALL PLACE 6" OF COMPACTED SAND BEDDING AT BOTTOM OF 12" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL AND TELCO SERVICE CONDUITS. CONTRACTOR SHALL SUPPLY CONDUIT AND ELECTRICAL CONDUCTOR ON "BURIED TELCOMM" AS WELL AS TRAY, SHIELDED, OR STAINLESS STEEL.

UTILITIES:

1. DAMAGE TO ALL UTILITIES, LAND, DRIVEWAY AREAS AND PROPERTY OF OWNERS, DISTURBED BY EQUIPMENT INSTALLATION, 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 CONSTRUCTION BIDDING.
3. THE EXISTING TRENCHES USED IN CONSTRUCTING THE UNDERGROUND SERVICE CONDUITS INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
4. CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE; LOAD SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULE/TIMETABLE FOR THE CONNECT INFORMATION, ETC., ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER, PRIOR TO BIDDING THE JOB.
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6. OUTLET BOXES SHALL BE PRESSED STEEL OR CAST IRON WITH A MIN. OF 1/2" THREADED HUBS IN WET/DAMP LOCATIONS AND PROVIDED GASKETS OR OTHER CLASSIFIED AS SUCH.
7. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE SYSTEM AND PROVIDE ALL MATERIALS AND APPARATUS AND EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
8. ELECTRICAL SYSTEM SHALL BE AS COMPLETELY AND EFFECTIVELY GROUNDED, AS REQUIRED BY SPECIFICATIONS, SET FORTH BY T-MOBILE.
9. 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.
10. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THEIR CONSTRUCTION.
11. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
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17. WITHIN 30 DAYS AFTER AWARD OF CONTRACT, CONTRACTOR SHALL SUBMIT 4 COPIES OF ANY/ALL MANUFACTURER'S CUTSHEETS, SHOWING ALL PROPOSED ITEMS FOR APPROVAL BY THE CONSTRUCTION MANAGER PRIOR TO INSTALLATION.
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19. AT THE END OF CONSTRUCTION SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORIES. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
20. DISCONNECT SWITCHES SHALL BE H.P. RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE.
21. CONTRACTOR SHALL FURNISH AND APPLY A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NO-OXIDE A" BY DARBYSHIRE CHEMICAL CO. THAT WILL MINIMIZE SURFACE OXIDATION CONNECTING, EXPOSED COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED – NO SUBSTITUTIONS.

GROUNDING:

1. SITE GROUNDING SHALL COMPLY WITH T-MOBILE GROUNDING STANDARDS, LATEST EDITION, AND COMPLY WITH ALL APPLICABLE CODES INCLUDING LATEST VERSION WITH NATIONAL AND LOCAL REQUIREMENTS ARE MORE STRINGENT THEY SHALL GOVERN. GROUNDING SHALL BE COMPLETELY INTACT SYSTEM OF TOWER AND POST LOCATIONS OF ANTENNAS AS SHOWN.
2. GROUNDING RODS, GROUND MOUNTS, CEAD, AND EQUIPMENT SHALL BE IN ACCORDANCE WITH T-MOBILE STANDARDS.
3. GROUND RING TO EXTEN RESISTIVITY SHALL BE 5 OHMS OR LESS.
4. GROUND RODS TO BE 3/4" X 10' COPPER CLAD STEEL AND SHALL BE DRIVEN TO A DEPTH OF 30 INCHES AND SPACED AT A MAXIMUM OF 10 FEET ALONG EQUIPMENT GROUND RINGS.
5. EXOTHERMIC WELDS SHALL BE USED FOR ALL BELOW GRADE CONNECTIONS, EXCEPT FOR TEST WELLS AND GROUND BARS.
6. EXOTHERMIC WELDS SHALL BE USED FOR ALL USE FITTINGS TO GROUND WIRE CONNECTIONS AT ANTENNA GROUND BAR AND COLLECTOR BARS.
7. TOWER GROUND BARS 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 BONDS SHALL BE MADE WITH #2 SOLID TINNED BARE COPPER.
9. TOWER GROUND RING TO BE INSTALLED WITHIN 2' FROM TOWER FOUNDATION.
10. GROUND RING TO BE BURIED A MINIMUM OF 30" FROM UNDISTURBED FOUNDATION. THE SIDE OF THE TRENCH CLOSEST TO THE TOWER SHALL BE UNDISTURBED EXCEPT WHERE SPECIFICALLY CALLED OUT OTHERWISE ON DRAWINGS.
11. CONNECT GATE TO GROUND WITH #2 STRAND CLAMP AT BELOW CABLE CLAMPED ON EACH END WITH A CAP FOR THE THERMOWELD PROCESS. LENGTH TO ALLOW FOR FULL OPEN OPERATION OF ALL GATES.
12. WHERE MECHANICAL CONNECTORS ARE USED, APPLY A GENERAL PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND SUCH AS "NO-OXIDE A" BY DARBYSHIRE CHEMICAL COMPANY OR EQUAL. MECHANICAL CONNECTORS SHALL ALL PART FROM METALS REQUIRING GROUND CONNECTIONS: USE STAINLESS STEEL HARDWARE FOR ALL COMPRESSION TYPE LUGS. USE ONLY SILICON BRONZE HARDWARE FOR THERMOFILD LUG CONNECTIONS. USE 5/8 BOLTS 1/2 INCH DIA. MIN. WITH WASHER HEAD & NUT & LOCKWASHER FOR LUG CONNECTIONS.
13. GROUND ALL WIRE GUIDE POSTS TO THE EQUIPMENT GROUND RING.
14. GROUND RING SHALL BE BURIED A MINIMUM 30" FROM GRADE.
15. WELD TYPES TO BE: "T" TYPE FOR GROUND RODS AND PARALLEL CONNECTIONS OF GROUND BARS.
16. 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 STANDING WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED WHEN REQUIRED. COMPACTION OF SOILS UNDER CONCRETE PAD FOUNDATIONS SHALL MEET OR EXCEED 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE SOIL IN ACCORDANCE WITH ASTM D1557.
3. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON FROZEN OR UNSUITABLE MATERIAL. IF INADEQUATE BEARING CAPACITY IS REACHED AT THE DESIGNED EXCAVATION DEPTH, THE UNSATISFACTORY MATERIAL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR WITH CONCRETE OF THE SAME MIX AS THE FOOTING OF SUCH TYPE SPECIFIED FOR THE FOUNDATION. THE DISTURBED SOIL SHALL BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. ANY STONE SUB BASE MATERIAL, IF USED, SHALL NOT SUBSTITUTE FOR THE REQUIRED DEPTH OF CONCRETE.
4. ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND TO DEPTH AS SHOWN ON PLANS. BACK FILL SHALL CONSIST OF APPROVED MATERIALS SUCH AS CRUSH, LOCAL SANDY CLAY, SAND AND GRAVEL, OR SELECTED EARTH FREE OF ROCKS LARGER THAN 2 1/2" AND ORGANICMATERIAL. 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 THE SOIL IN ACCORDANCE WITH ASTM D1557.
6. NEWLY PLACED CONCRETE FOUNDATIONS SHALL CURE A MINIMUM OF 72 HRS PRIOR TO BACK FILLING.
7. FINISHED GRADE SHALL BE SLOPED TO PROVIDE DRAINAGE AWAY FROM AND PREVENT STANDING WATER. THE FINAL GRADING ELEVATION OF SLAB FOUNDATIONS SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE CENTER, FROM GRADE OF CONCRETE PADS SHALL BE A MAXIMUM OF 4 INCHES ABOVE FINAL FINISH GRADE ELEVATIONS. PROVIDE SWALES AS NEEDED TO DIVERT WATER FLOW AWAY FROM EQUIPMENT AREAS.
8. NEW & DISTURBED SURFACE AREAS TO RECEIVE SEEDING SHALL BE COVERED WITH GEOTEXTILE FABRIC TYPE: TYPAR-3401 AS MANUFACTURED BY "CONSTRUCTION MATERIALS, 1-800-235-3967" OR AN APPROVED EQUIVALENT. SEAMS ON PLACED GEOTEXTILE FABRIC SHALL BE BLACK IN COLOR TO CONFORM. THE REQUIREMENT OF ADEQUATE GROWTH AND EXTEND TO MEET WITH EXISTING GRADE. THE SITE FACING OF ELECTRICAL GROUNDING SYSTEM PERIMETER WHICH OVER IS GREATER, ALL FABRIC SHALL BE COVERED WITH A MINIMUM OF 4 DEEP COMPACTED STONE OR GRAVEL AS SPECIFIED, SEE FONT TYPE No. ST FOR FENCED COMPOUND. FOOT TYPE No. 67 FOR UNFENCED COMPOUND.
9. IN ALL AREAS TO RECEIVE SEED, SHOVEL ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE. PLOW OR DISC SOIL TO A DEPTH OF 6 INCHES SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SUCH THAT ALL MATERIAL WILL BIND WITH SUCCESSIVE LAYERS OF MATERIAL.
10. WHICH SOIL GRADE ON PREPARED SURFACE HAS A DENSITY LESS THAN THAT REQUIRED FOR THIS MATERIAL, SCARIFY THE GROUND SURFACE SO DEPTH REQUIRED, BRING SOIL TO PROPER MOISTURE CONDITION AND COMPACT THE SOILS AND RECOMPACT TO THE REQUIRED DENSITY PRIOR TO PLACEMENT OF FILL.
11. IN AREAS WHICH EXISTING GRAVEL SURFACING IS REMOVED OR DISTURBED DURING CONSTRUCTION OPERATIONS, REPLACE GRAVEL SURFACING TO MATCH ADJACENT GRAVEL SURFACING AND COMPACT TO THE REQUIRED DENSITY PRIOR TO PLACEMENT OF FILL.
12. ALL EXISTING GRAVEL SURFACING SHALL MEET FINAL CONFIGURATIONS AND WHERE 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 REQUIRED TO PROVIDE A FULL DEPTH COMPACTED SURFACE, UNDISTURBED SOIL.
13. ALL AREAS TO BE GRAVELED SHALL BE PREPARED TO REQUIRED COMPACTION AND SUB GRADE ELEVATIONS BEFORE GRAVEL SURFACING IS PLACED AND/OR REMOVED. ANY LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED AND ANY DEPRESSIONS OR LOW AREAS SHALL BE FILLED AND COMPACTED BY APPROVED SELECTED MATERIAL GRADES. SURFACING MATERIAL SHALL NOT BE USED FOR FILLING DEPRESSIONS IN SUB GRADE.
14. PROTECT EXISTING GRAVEL SURFACING AND SUB GRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING MATTER 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 OPERATIONS SHALL BE REPAIRED OR REPLACED AS REQUIRED BY THE OWNERS SATISFACTION AT NO ADDITIONAL COST TO THE OWNER.
16. ALL SURPLUS 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 MARKING 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 TOP MOUNTED ANTENNAS SHALL BE GROUNDED AS FOLLOWS:
   A. HEAVY ANTENNA TIES CONTINUED.
   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 RIBS CABINET.
4. ALL TOP ANTENNA MOUNTS SHALL BE GROUNDED AS SHOWN, SUPPLIED BY T-MOBILE, AND INSTALLED BY CONTRACTOR.
5. ALL ANTENNA AND COAXIAL CABLES COLOR CODED AT FOUR (4) LOCATIONS AS FOLLOWS:
   A. AT ANTENNA PER T-MOBILE SAMPLE
   B. AT THE BOTTOM OF TOWER
   C. AT THE ENTRY PORT TO EQUIPMENT BAY, AND
   D. INTERIOR OF THE RBS CABINET.
6. ARMORED WIRE SHALL BE #12 MIN. UNLESS NOTED OTHERWISE.
   A. MAIN LINE COLOR BANDS SHALL BE 2" WIDE, MAINTAIN 1" SPACING BETWEEN EACH "SET".
   B. JUMPER COLOR BANDS SHALL BE 1" WIDE, MAINTAIN 1/2" SPACE.
   C. START COLOR BANDS 3" BEYOND WEATHERPROOFING.
   D. START SELECTION COLOR CODE NEXT TO END CONNECTOR.
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 SHALL BE CUT TO LENGTH AT THE FACTORY BY MANUFACTURER AT DISTANCES NOT TO EXCEED 3' OF THE CABLE MANUFACTURER'S RECOMMENDED MINIMUM BENDING RADIUS, WITH HARDWARE SPECIFIED BY THE COAXIAL CABLE BUILDING DETAILS OF THE SUPPLIED STRUCTURAL MEMBER.
10. PROVIDE AT LEAST 6" OF SLACK IN THE MAIN COAXIAL CABLES AT THE ANTENNA MOUNTING LOCATION 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, STATIONARY COMBUSTION ENGINES AND USE OF STATIONARY COMBUSTION ENGINES AND GAS TURBINES.
4. NFPA 54, NATIONAL FUEL GAS CODE.
5. NFPA 58, LIQUEFIED PETROLEUM GAS CODE.
6. NFPA 70, NATIONAL ELECTRICAL CODE, 2005 EDITION
7. NFPA 110, STANDARD FOR EMERGENCY AND STANDBY POWER SYSTEMS
8. UL 142, STEEL, ASBOVEGROUND TANKS FOR FLAMMABLE AND COMBUSTIBLE LIQUIDS
9. UL 486A, WIRE CONNECTORS
10. UL 1008, ELECTRICAL SWITCH TRANSFER SYSTEMS
11. UL 2200, STATIONARY ENGINE GENERATOR ASSEMBLIES

WOVEN WIRE FENCING:

(INSTALL FENCING PER ASTM F-567, TAKING SPECIAL NOTICE PER ASTM F-900)
   A. GATE FRAMES SHALL BE 1 1/2" GALVANIZED STEEL PIPE AS GATE POSTS.
   B. GATE FRAMES SHALL BE SIZE NOTED UP TO 4', PER ASTM F-1083.
   C. LINE POST: 2 1/2", SCHEDULE 40 PIPE, PER ASTM F-1083.
   D. GATE POST: 2 1/2", SCHEDULE 40 PIPE, PER ASTM F-1083.
   E. RAIL/BRACE RAIL: 1 1/2", SCHEDULE 40 PIPE, PER ASTM F-1083.
   F. FENCE FABRIC: 9 GA CORE WIRE, SIZE 2 1/4" MESH, CONFORMING TO ASTM A-392.
   G. 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.
   H. TENSION WIRE: 7 GA GALVANIZED STEEL.
   I. BARBED WIRE: DOUBLE STRAND 13 1/2 GA, TWISTED WIRE TO MATCH BARBWIRE, 4-POINT BARBED SPACED AT APPROXIMATELY 3" OC; CLASS 1 GALVANIZED BARBED WIRE.
   J. GATE LATCH: 1 3/8" PLUNGER ROD W/WORKMANSHIP-TYPE CATCH AND LOCK; KEYED ALIKE FOR ALL SITES IN LOWER MTA.
   K. LOCAL ORDINANCE FENCE HEIGHT REQUIREMENTS: FENCE HEIGHT SHALL BE COMPLIED WITH, IF REQUIRED.
   L. HEIGHT: 8'-0" WITH 3 STRANDS BARBWIRE FOR FENCE + 1'-0" VERTICAL DIMENSION FOR BARBED WIRE.

T·· Mobile·

T-MOBILE USA
JACKSONVILLE, MTA

TA TECHNICAL ASSOCIATES
2979 SAN JOSE BLVD, SUITE 407
JACKSONVILLE, FLORIDA 32223
PHONE: 904-998-0020
FAX: 904-998-0028
CERTIFICATE OF AUTHORITY # 2660

NOTICES
SITE #JJ-RIB-O
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

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NO.	DATE	REVISIONS AND RECORD OF ISSUE
1	XX-XX-10	ISSUED FOR ZONING

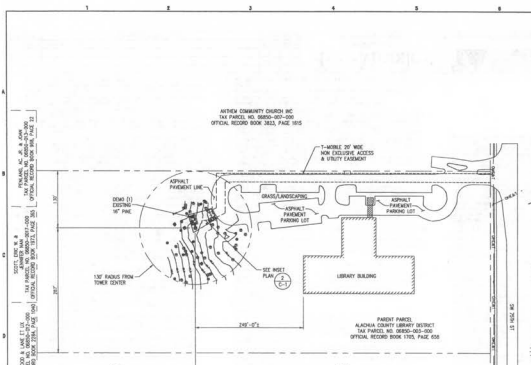
DRAWN BY	CHK'D BY	APP'D
BY	DJW	MR

DRAWN: AS SHOWN
DESIGNED: N-2
SHEET: 3 OF 17

SCALE:	DATE:	JOB #:	PROJECT NO:
3/4" = 1'-0"	MAY XX, 2011	1107867	

PRELIMINARY
NOT FOR CONSTRUCTION
05-06-11

PROFESSIONAL ENGINEER'S CERTIFICATE OF AUTHORIZATION
FLORIDA LICENSE #26446



CIVIL SITE PLAN
SCALE: 22"x34" SHEET 1" = 70'-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
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	TSA
–	00-XX-13	ISSUED FOR ZONING				

T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
1575 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-646-1479
FAX: 904-695-0838
CERTIFICATE OF AUTHORITY # 29961

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CIVIL SITE PLAN
SITE #14998-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

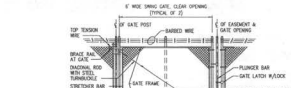
SCALE:	AS SHOWN
DRAWN BY:	JDH
CHECKED BY:	MJ
DESIGN BY:	MJ
DATE:	MAY XX, 2011
JOB NO:	1121867

DRAWING: C-1
4 OF 12

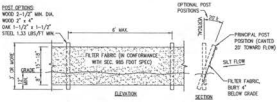
PRELIMINARY
NOT FOR CONSTRUCTION
06-06-11

PROFESSIONAL ENGINEER'S
ANTHONY J. MONTALBANO
FLORIDA LICENSE #66444

WOVEN WIRE POST DETAIL (1 / C-7)
SCALE: N.T.S



WOVEN WIRE DOUBLE GATE DETAIL (3 / C-7)
SCALE: N.T.S
INSTALL VINYL SLATS ON FENCE & GATE TO PROVIDE MINIMUM 85% OPACITY.



FDOT TYPE III SILT FENCE DETAIL (3 / C-7)
SCALE: NOT TO SCALE

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP'D
1	XX-XX-13	ISSUED FOR ZONING	EXP	ALB	MB

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PH: 904-886-7579
FAX: 904-886-0636
CERTIFICATE OF AUTHORITY # 2991
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CIVIL DETAILS
SITE #JU0612
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

DRAWN BY:	CHECKED BY:	DATE:
AS KHOWN	EXP	MAY XX, 2011
DRAWN BY:	CHECKED BY:	PROJECT NO:
MJS	EXP	1107867

DRAWING: C-2 of 37

PRELIMINARY
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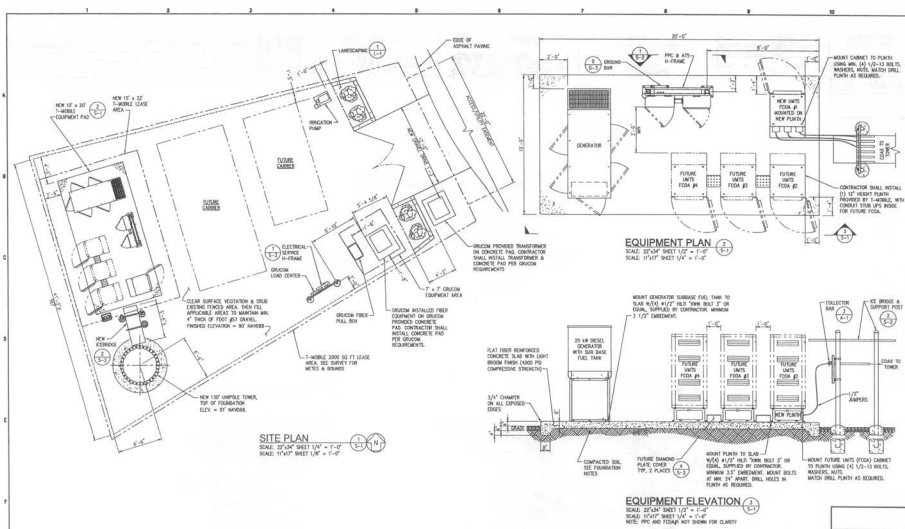
09:09:11

PROFESSIONAL ENGINEER ANTHONY J. SCHUPPERT II FLORIDA LICENSE #66444



NO	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	CLR
–	05-10-11	ISSUED FOR ZONING	DVP	MJB	MJB	MB

T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
8551 BAYMEADOWS WAY, SUITE 427
JACKSONVILLE, FLORIDA 32333
PHONE: 904-656-0779
FAX: 904-656-0839
CERTIFICATE OF AUTHORITY # 2961

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SITE PLAN & DETAILS
SITE #LA1058-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

DRAWN BY:	AS SHOWN
CHECKED BY:	
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	MJB
SCALE:	
DATE:	MAY FOR 2011
PROJECT NO:	1227867

SHEET: S-1
REV: 2

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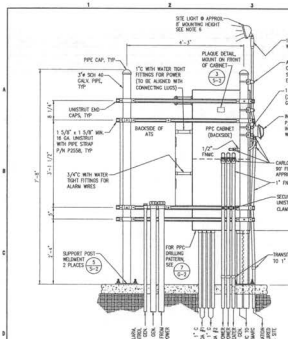
05-10-11

PROFESSIONAL ENGINEER
MICHAEL J. BOLDISSAR
FLORIDA LICENSE #65344

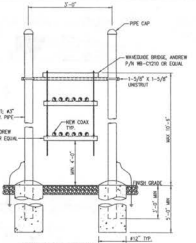


PPC & ATS DETAIL

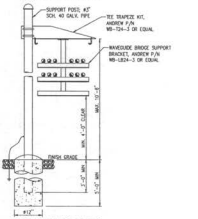
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"

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 2DAX CABLES PROVIDED BY T-MOBILE AND INSTALLED BY CONTRACTOR.
4. ALL CONDUIT ENTRIES TO BE SEALED WITH DUCT SEAL AFTER WIRING.
5. SURGE PROTECTION IN TELEPHONE CHAMBER IS REQUIRED ON ALL SITES WITH EXTERNAL ALARM POINT MONITORING. AC DATA SYSTEMS SURDOR DATA LINE PROTECTOR SHALL BE USED.
6. SITE LIGHT FIXTURE SHALL BE NEW LITHONIA MODEL TCDOO1DLPM1/2 250 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. UNDERGROUND CONDUIT TO BE APPROVED IN WRITING BY ENGINEER.
8. GROUND BAR REQUIRED FOR CLARITY, SEE DETAIL R/G-3 FOR MOUNTING. SEE GROUNDING PLAN FOR GROUND WIRE CONFIGURATION.
9. "UNISTRUT" SHALL BE METAL FRAMING SYSTEM COMPONENTS AND FITTINGS AS MANUFACTURED BY UNISTRUT/KAYNE, MI, USA.



TWO POST ICE BRIDGE



SINGLE POST ICE BRIDGE

ICE BRIDGE

SCALE: 22"x34" SHEET 1" = 1'-0" (2)
SCALE: 11"x17" SHEET 1/2" = 1'-0"

NOTES:

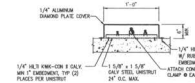
1. SUPPORT POSTS SHALL BE SPACED @ 6'-0" ON CENTER MAX.
2. QUANTITIES ARE PER LOCATION, NOT TOTALS.

T-MOBILE/POWERTEL
1250/1900 VOLTS
3020 SW 75TH ST
GAINESVILLE, FL 32607

PLAQUE DETAIL

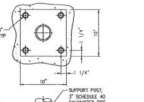
SCALE: 22"x34" SHEET 6" = 1'-0" (1)
SCALE: 11"x17" SHEET 3" = 1'-0"

NOTE:
PROVIDE (2) PLAQUES (1) LOCATED UPPER HALF OF PPC CABINET FACE & (1) LOCATED ADJACENT TO ELECTRIC SERVICE METER/DISCONNECT



DIAMOND PLATE COVER

SCALE: 22"x34" SHEET 1" = 1'-0" (4)
SCALE: 11"x17" SHEET 1/2" = 1'-0"



PPC POST WELDMENT

SCALE: 22"x34" SHEET 3" = 1'-0" (3)
SCALE: 11"x17" SHEET 1" = 1'-0"

PRELIMINARY
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05/26/11

NO.	DATE	REVISIONS AND RECORD OF ISSUE	CHP	ALR	MAR	MB
			BY	CHK	APP	PLN
1	03-22-11	ISSUED FOR ZONING				

T-Mobile USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12274 KIRKWOOD BLVD, SUITE 407
JACKSONVILLE, FLORIDA 32223
PHONE: 904.886.0660
FAX: 904.886.0635

CERTIFICATE OF AUTHORITY # 2865

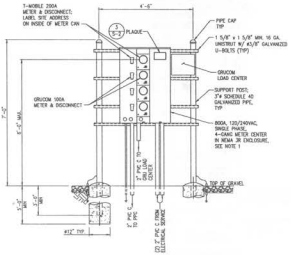
DETAILS
SITE KLAR8-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

DO NOT SCALE THIS DRAWING. DIMENSIONS ARE NOTES THAT PREDOMINATE

DRWG.	SHEET
AS SHOWN	S-2
	7 OF 17

DSN BY:	DRN BY:	DATE:
EHP	EHP	MAY XX, 2011
CHKD BY:		PROJECT NO:
MJS		1107867

PROFESSIONAL ENGINEER
ANTHONY J. SCHUTRUMPF
FLORIDA LICENSE #56446



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 MI-FLEX, UNLESS OTHERWISE NOTED.
4. PROVIDE PULL STRINGS IN ALL CONDUITS.

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	PJM
–	03-10-10	ISSUED FOR ZONING	DVP	KJB	BJD	MR

T-Mobile

T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
8551 BAYMEADOWS WAY, SUITE 227
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-0639

CERTIFICATE OF AUTHORITY # 29961

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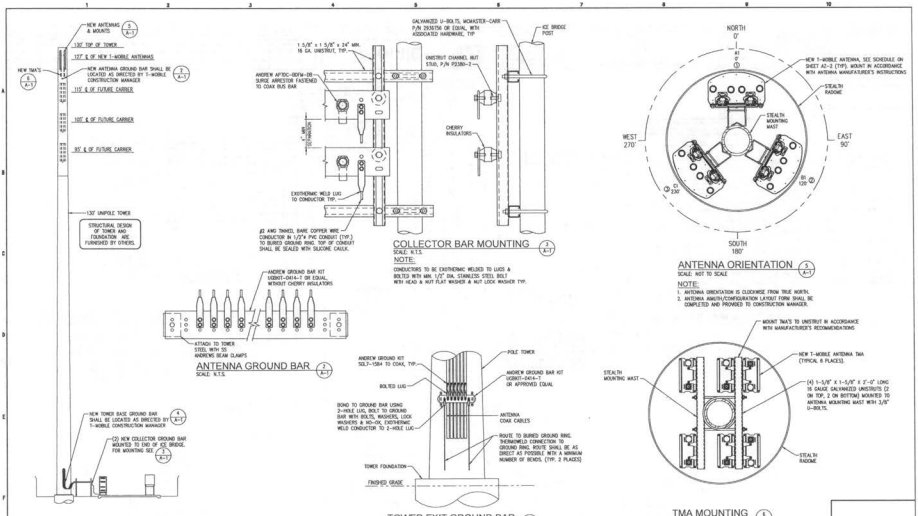
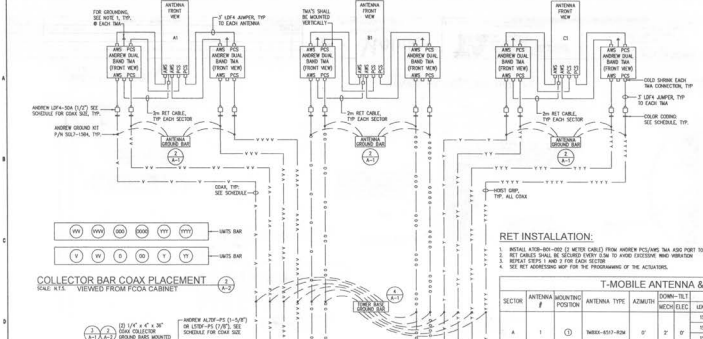
DETAILS
SITE #JU499-O
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

ROAD	DRAWING
AS SHOWN	S-3
	8 = 12
DRAWN BY:	CHKD BY:
DVP	EHP
SCALE:	DATE:
AS SHOWN	MAY 20, 2011
PROJECT NO.	TAS JOB NO.
MJB	1107807

PRELIMINARY
NOT FOR CONSTRUCTION
05-05-11

PROFESSIONAL ENGINEER
ERIC H. PHILLIPS, P.E.
FLORIDA LICENSE #66448


NEW ANTENNAS & MOUNTS
130' TOP OF TOWER
127' & OF NEW T-MOBILE ANTENNAS
NEW TMA'S
NEW ANTENNA GROUND BAR SHALL BE LOCATED AS DIRECTED BY T-MOBILE CONSTRUCTION MANAGER
115' & OF FUTURE CARRIER
105' & OF FUTURE CARRIER
95' & OF FUTURE CARRIER
130' UNIPOLE TOWER
STRUCTURAL DESIGN OF TOWER AND FOUNDATION ARE FURNISHED BY OTHERS.
TOWER ELEVATION
SCALE: N.T.S.
GALVANIZED U-BOLTS, MONASTER-CARE P/N 293678 OR EQUAL WITH ASSOCIATED HARDWARE, TYP
ICE BRIDGE POST
UNISTRUT CHANNEL NUT 5760, P/N P3280-3
1 5/8" x 1 5/8" x 24" MIN. 16 GA. UNISTRUT, TYP.
ANDREW APDC-60FM-DB SURGE ARRESTOR FASTENED TO COAX BUS BAR
CHERRY INSULATORS
EXOTHERMIC WELD LUG TO CONDUCTOR TYP.
#2 AWG TINNED, BARE COPPER WIRE CONDUCTOR IN 1/2"ø PVC CONDUIT (TYP.) TO BURIED GROUND RING. TOP OF CONDUIT SHALL BE SEALED WITH SILICONE CAULK.
COLLECTOR BAR MOUNTING
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.
NORTH 0°
NEW T-MOBILE ANTENNA, SEE SCHEDULE ON SHEET A2-2 (TYP). MOUNT IN ACCORDANCE WITH ANTENNA MANUFACTURER'S INSTRUCTIONS
STEALTH RADOME
STEALTH MOUNTING MAST
WEST 270°
EAST 90°
SOUTH 180°
ANTENNA ORIENTATION
SCALE: NOT TO SCALE
NOTE:
1. ANTENNA ORIENTATION IS CLOCKWISE FROM TRUE NORTH.
2. ANTENNA AIMPOINT/CONFIGURATION LAYOUT FORM SHALL BE COMPLETED AND PROVIDED TO CONSTRUCTION MANAGER.
ANDREW GROUND BAR KIT UGBKIT-0414-T OR EQUAL WITHOUT CHERRY INSULATORS
ATTACH TO TOWER STEEL WITH SS ANDREW BEAM CLAMPS
ANTENNA GROUND BAR
SCALE: N.T.S.
ANDREW GROUND KIT 562-150A TO COAX, TYP.
BOLTED LUG
POLE TOWER
ANDREW GROUND BAR KIT UGBKIT-0414-T OR APPROVED EQUAL
BOND TO GROUND BAR USING 2-HOLE LUG, BOLT TO GROUND BAR WITH BOLTS, WASHERS, LOCK WASHERS & NO-OX. EXOTHERMIC WELD CONDUCTOR TO 2-HOLE LUG
ANTENNA COAX CABLES
ROUTE TO BURIED GROUND RING. THERMOWELD CONNECTION TO GROUND RING. ROUTE SHALL BE AS DIRECT AS POSSIBLE WITH A MINIMUM NUMBER OF BENDS. (TYP. 2 PLACES)
TOWER FOUNDATION
FINISHED GRADE
TOWER EXIT GROUND BAR
SCALE: N.T.S.
MOUNT TMA'S TO UNISTRUT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS
NEW T-MOBILE ANTENNA TMA (TYPICAL 6 PLACES).
(4) 1-1/8" X 1-1/8" X 1'-0" LONG 16 GAUGE GALVANIZED UNISTRUTS (2 ON TOP, 2 ON BOTTOM) MOUNTED TO ANTENNA MOUNTING MAST WITH 3/8" U-BOLTS.
STEALTH MOUNTING MAST
STEALTH RADOME
TMA MOUNTING
SCALE: NOT TO SCALE
NEW TOWER BASE GROUND BAR SHALL BE LOCATED AS DIRECTED BY T-MOBILE CONSTRUCTION MANAGER
(2) NEW COLLECTOR GROUND BAR MOUNTED TO END OF ICE BRIDGE FOR MOUNTING SEE
1 - 03-03-10 - ISSUED FOR ZONING - DSP MJS AJO MD
NO. DATE REVISIONS AND RECORD OF ISSUE BY CHK APP PM
T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA
TECHNICAL ASSOCIATES
ENGINEERS & PLANNERS
CERTIFICATE OF AUTHORITY # 29601
TECHNICAL ASSOCIATES
2329 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-0779
FAX: 904-886-0630
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE
TOWER ELEVATION & DETAILS
SITE #JU898-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607
TOTAL SHEETS: A6 SHOWN
DRAWN BY: SLOAN
CHK'D BY: EHP
DATE: MAY XX, 2011
PROJECT NO: 1107007
DRAWING NO: A-1
SIZE: B x 17
PRELIMINARY
NOT FOR CONSTRUCTION
05-06-11
PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION UNLESS SIGNED BELOW
FLORIDA LICENSE NUMBER



RET INSTALLATION:

1. INSTALL #12/8-4PR-RED (2 METER CABLE) FROM ANDREW PCS/AWS TMA #26 PORT TO THE 1ST INPUT PORT ON THE A1 ANTENNA.
2. RET CABLES SHALL BE SECURED EVERY 5'-0" TO AVOID EXCESSIVE WIND VIBRATION
3. REPEAT STEPS 1 AND 2 FOR EACH SECTOR
4. SEE RET ADDRESSING MAP FOR THE PROGRAMMING OF THE ACTUATORS.

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
							155'	1-5/8"	AVA	WHITE	NEW SECTOR A COAX CABLE 1
A	1	①	TMBXX-6517-R2M	0°	2°	0°	155'	1-5/8"	AVA	WHITE, WHITE	NEW SECTOR A COAX CABLE 2
							155'	1-5/8"	AVA	WHITE (3X)	NEW SECTOR A COAX CABLE 3
							155'	1-5/8"	AVA	WHITE (4X)	NEW SECTOR A COAX CABLE 4
							155'	1-5/8"	AVA	ORANGE	NEW SECTOR B COAX CABLE 1
B	1	②	TMBXX-6517-R2M	120°	2°	0°	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
							155'	1-5/8"	AVA	YELLOW	NEW SECTOR C COAX CABLE 1
C	1	③	TMBXX-6517-R2M	230°	2°	0°	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.	BY	REVISIONS AND RECORD OF ISSUE	CHP	SLR	ALR	MR
1	SAE	03-03-10 ISSUED FOR ZONING	BY	CHK	APP	PLN

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
1676 SAN JOSE BLVD, SUITE 417
JACKSONVILLE, FLORIDA 32223
PHONE: (904) 296-1779
FAX: 904-296-0038
CERTIFICATE OF AUTHORITY # 2991

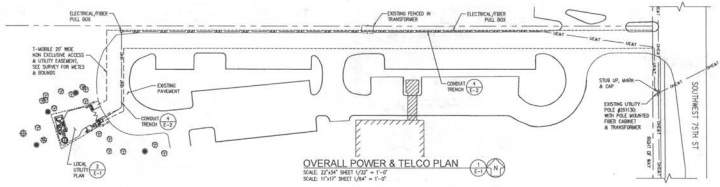
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

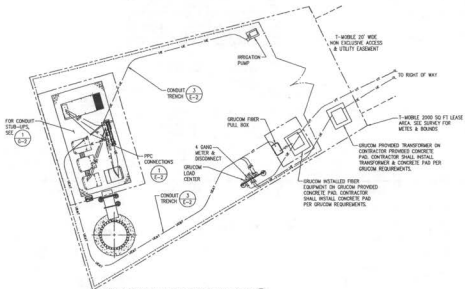
ANTENNA COAX CONFIGURATION
SITE #JJ58B-D
"SW TERRACE"
3920 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	DRAWING:
AS SHOWN	A-2
	12 OF 12
DRAWN BY:	CHECKED BY:
EAW	EAW
APPROVED BY:	DATE:
MLG	MAY XX, 2011
PROJECT NO:	
1107867	

PRELIMINARY
NOT FOR CONSTRUCTION
05/04/11

PROFESSIONAL ENGINEER
MATTHEW J. SCHLICHTER II
FLORIDA LICENSE #68348





NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	TSK
1	XX-XX-10	ISSUED FOR ZONING	DHP	ALR	ALR	MR

T-Mobile

T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
2276 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-0770
FAX: 904-886-0636
CERTIFICATE OF AUTHORITY # 29901

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

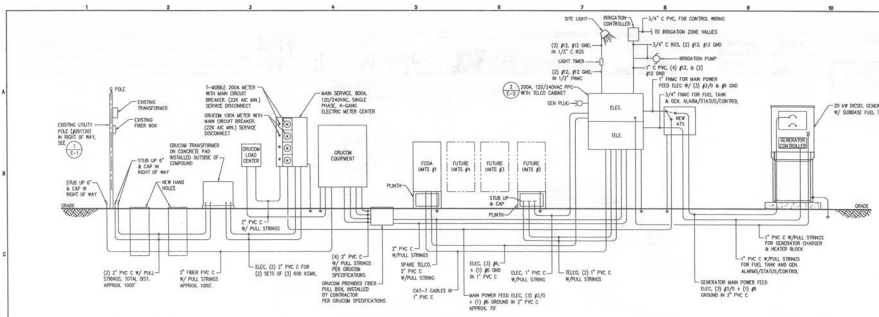
POWER AND TELCO PLAN
SITE #JU89-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN
DRAWN BY: ELAB
DESIGN BY: MLG
CHECK BY: EHP
DATE: MAY XX, 2011
PROJECT NO.: 107867

DRAWING: E-1
11 OF 17

PRELIMINARY
NOT FOR CONSTRUCTION
05-06-11

PROFESSIONAL ENGINEER
MATTHEW J. SCHLOTHEUT II
FLORIDA LICENSE #69446



POWER PANEL SCHEDULE

120/240 VAC, 200A, SINGLE PHASE, 3-WIRE

200A MAIN BREAKER					
DESCRIPTION	BRKR	NO.	NO.	BRKR	DESCRIPTION
		1	2	20A	GFI RECEPTACLE
SURGE ARRESTOR	60A	3	4	15A	SITE LIGHT
FCOA UNITS #1	20A	5	6	30A	GEN HEATER BLOCK
		7	8		SPACE
FUTURE UNITS #2	20A	9	10	20A	FUTURE UNITS #3
		11	12		
FUTURE UNITS #1	20A	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: 15,809 VA, 78.5A
TOTAL CONTINUOUS LOAD: 12,409 VA, 64.4A

PPC POWER PANEL SCHEDULE (1 E-1)

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:

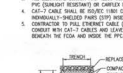
1. ALARM AND TELEPHONE CONDUITS SHALL HAVE PULLWIRE END TO END.
2. INSTALL HANDHOLES AS REQUIRED AND PROVIDED BY UTILITY COMPANIES.
3. ALL ELECTRICAL CONDUIT AND TELCO CONDUIT SHALL BE SCHEDULE 40 PVC (SUNLIGHT RESISTANT) OR CARTLEX FINAC, UNLESS OTHERWISE NOTED.
4. CAT-7 CABLE SHALL BE 4(4/0) 11801 CLASS "I" CABLING WITH (2) INDIVIDUALLY-SHIELDED PAIRS (STP) INSIDE AN OVERALL SHIELD.
5. ALL CONDUCTORS SHALL BE COPPER. ALL CONDUCTORS WITH #10AWG INSIDE CONDUIT WITH CAT-7 CABLES AND ELSE COILED INSIDE THE PLINTH BENEATH THE FCOA AND INSIDE THE PPC.

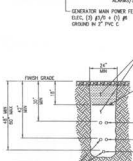
CONDUIT TRENCH DETAIL (2 E-2)

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 (3 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	PLM
1	03-10-10	ISSUED FOR ZONING	DAP	MJD	MJD	MB

T-Mobile

T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
9428 BAYMEADOWS RD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-896-4779
FAX: 904-896-0858

CERTIFICATE OF AUTHORITY # 2991

DO NOT SCALE THIS DRAWING - DIMENSIONS ARE NOTED THAT PRECEDENCE

UTILITY DETAILS
SITE #LAS89-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

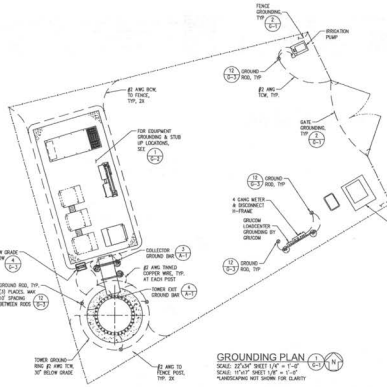
DRAWN BY:	AS SHOWN
DESIGN BY:	
CLIENT:	
APPROVED BY:	
M.J.D.	

SHEET: E-2
12 OF 17

ISSUE DATE: MAY 04, 2011
REVISION DATE: 10/28/11

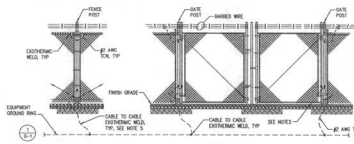
PRELIMINARY
NOT FOR CONSTRUCTION
05-04-11

PROFESSIONAL ENGINEER
MICHAEL J. DOUGHERTY
FLORIDA LICENSE #66144



GROUNDING PLAN

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

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 R) 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	DWP	SJR	AJR	MB
			BY	DWP	APP	PM
1	XX-XX-13	ISSUED FOR ZONING				

T · ·Mobile·

T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
1329 SAN JOSE BLVD, SUITE 407
JACKSONVILLE, FLORIDA 32223
PHONE: 904-854-0779
FAX: 904-858-0618

CERTIFICATE OF AUTHORITY # 2660

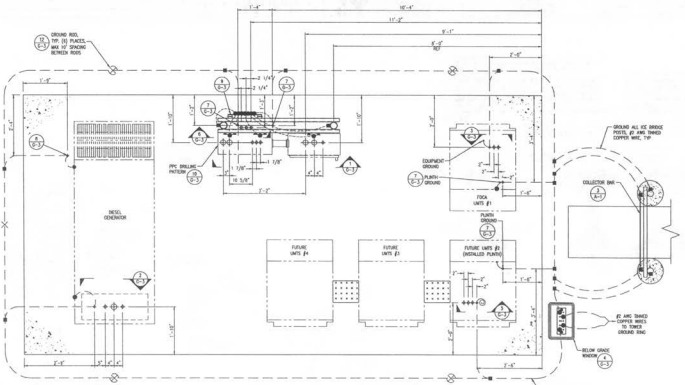
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

GROUNDING PLAN
SITE #JU-698-D
"SW TERRACE"
3029 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN
DESIGN #1: EHP
DESIGN #2:
DESIGN #3:
DRAWN: MJB
DRAWING: G-1
13 of 17
DATE: MAY XX, 2011
PROJECT NO: 1107667

PRELIMINARY
NOT FOR CONSTRUCTION
05.06.11

PROFESSIONAL ENGINEER
ANTHONY J. DOCHERTY II
FLORIDA LICENSE #69348



PAD CONDUIT STUB-UP & GROUNDING PLAN (G-2)

SCALE: 3/32"=1" SHEET 11" x 17"-0"
SCALE: 1"=1'-0" SHEET 1/2" x 1"-0"

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP	PLN
	03-30-12	ISSUED FOR ZONING	DJP	AJS	AJS	RS

T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
8051 TYLER BLVD., SUITE 407
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-8779
FAX: 904-886-8828

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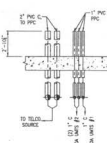
PAD CONDUIT STUB-UP & GROUNDING PLAN
SITE #JJ-4004-D
"SW TERRACE"
10220 SW 13TH ST.
GAINESVILLE, FL 32607

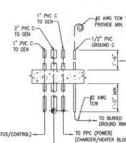
SCALE:	AS SHOWN
DRAWN BY:	DJP
CHECKED BY:	AJS
DESIGN BY:	DJP
SHEET NO.	G-2
OF	14 # 17
REV / DATE:	03-30-2011
PROJECT ID:	13178A1

PRELIMINARY
NOT FOR CONSTRUCTION
SHEET

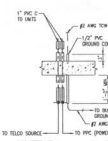
PROFESSIONAL ENGINEER'S AUTHORITY ACCEPTED TO UNDER LICENSE ABOVE



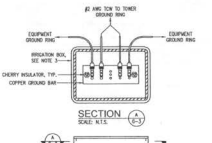
PPC & ATS STUB-UP DETAIL (1 / E-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"
*GROUNDING C NOT SHOWN FOR CLARITY



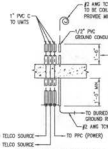
GENERATOR STUB-UP DETAIL (2 / E-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"



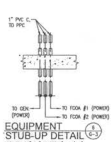
UMTS #1 STUB-UP DETAIL (3 / E-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"



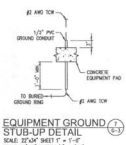
NOTES:
1. 4" x 12" x 1/4" SOLID COPPER BAR
2. (3) 3/8" CHERRY ISOLATORS SUPPORTED BY 12" X 4" MOUNTING BLOCK.
3. PROVIDE IRRIGATION VALVE CONTROL BOX, MINIMUM 10 SIZ. 17" X 12" X 9".
4. EXOTHERMIC WELD LUGS.
5. ALL COPPER BARS TO BE TINNED.



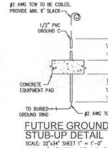
FUTURE UMTS #2 STUB-UP DETAIL (3 / E-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"



EQUIPMENT STUB-UP DETAIL (4 / E-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"

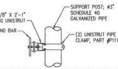


EQUIPMENT GROUND STUB-UP DETAIL (5 / E-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"



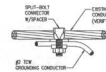
FUTURE GROUND STUB-UP DETAIL (6 / E-3)
SCALE: 22"x34" SHEET 1" = 1'-0"
SCALE: 11"x17" SHEET 1/2" = 1'-0"

GROUND ROD (12 / E-3)
SCALE: N.T.S.
NOTE:
TOP ELEVATION OF GROUND ROD TO BE MINIMUM OF 30 INCHES BELOW FINISH GRADE



GROUND BAR MOUNTING DETAIL (7 / E-3)
SCALE: 22"X34" SHEET 3" = 1'-0"
SCALE: 11"X17" SHEET 1" = 1'-0"

PPC DRILLING PATTERN (10 / E-3)
SCALE: 22"X34" SHEET 1-1/2" = 1'-0"
SCALE: 11"X17" SHEET 3/4" = 1'-0"



SPLIT-BOLT CONNECTOR (11 / E-3)
SCALE: N.T.S.
NOTE:
USE ONLY BOLT CONNECTOR ONLY IN THE EVENT THAT OWNER WILL NOT ALLOW EXOTHERMIC WELD CONNECTOR.

1	09-09-10	REVISED PER ZONING	DVP	SJS	MJS
NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP

T · · Mobile · ·
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-7879
FAX: 904-886-0638
CERTIFICATE OF AUTHORITY # 29861

STUB UP & GROUNDING DETAILS
SITE #J-898-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:	CHKD BY:
EHP	EHP
DESIGN BY:	
HJS	
DRAWING	G-3
SHEET	16 OF 17
DATE:	MAY XX, 2011
PROJECT NO:	1107867

PRELIMINARY
NOT FOR CONSTRUCTION
09-09-13

PROFESSIONAL ENGINEER AUTHORIZATION # 29861/PE/FLA
FLORIDA LICENSE AWARD

PLANT SCHEDULE

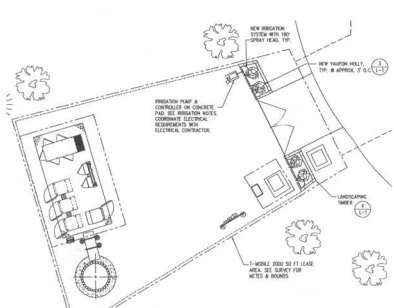
QTY	SYM	COMMON NAME	BOTANICAL NAME	PLANT SIZE
4		YAUPON HOLLY	ILEX VOMITORIA	MIN. HEIGHT 24"

LANDSCAPING:

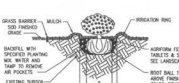
1. MULCH WITH PINE BARK NUGGETS, 3" DEEP MINIMUM.
2. LANDSCAPE CONTRACTOR TO GUARANTEE AND TO MAINTAIN TREES AND SHRUBS FOR 1 YEAR.
3. ALL PLANTING MATERIAL SHALL BE FLORIDA # 1 OR BETTER AS OUTLINED BY GRADES AND STANDARDS FOR NURSERY PLANTS, DIVISION OF PLANTING INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE, AND CONSUMER SERVICES. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON OTHER LABELS OR INVOICES.
4. FERTILIZER FOR PLANTING OPERATIONS: SHALL BE A COMMERCIAL 8-8-8 FERTILIZER WITH 100% SLOW RELEASE 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 PLANTED IN SOD SHALL BE IN A 6' DIAMETER MULCH RING. MULCH 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:

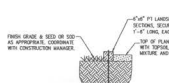
1. PROVIDE A FULLY AUTOMATIC IRRIGATION SYSTEM. SYSTEM MUST PROVIDE 100% COVERAGE FOR ALL NEW VEGETATION.
2. SYSTEM SHALL INCLUDE: WELL, PUMP, PUMP ENCLOSURE, BACKFLOW PREVENTER, RAIN SENSOR SHUTOFF, CONTROLLER, IRRIGATION PIPING SYSTEM, AND ACCESSORIES AS REQUIRED TO IRRIGATE ALL PLANTED AREAS. EXACT 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 LICENSED IRRIGATION CONTRACTOR. WELL, PUMP AND IRRIGATION SYSTEM 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 FOAM PIPE INSULATION. ALL EXPOSED PIPING, VALVES 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 1/16" = 1'-0"
SCALE: 11"x17" SHEET 1/32" = 1'-0"
L1.1 N



SHRUB PLANTING DETAIL
NOT TO SCALE
L1.1



LANDSCAPE TIMBER DETAIL
SCALE: N.T.S.
A L1.1

NO.	DATE	REVISIONS AND RECORD OF ISSUE	DSP	ALR	MB
—	00-XX-11	ISSUED FOR ZONING	DSP	ALR	MB
NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP

T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
6620 SOUTHPOINT DRIVE SOUTH, SUITE 427
JACKSONVILLE, FLORIDA 32216
PHONE: 904-996-0170
FAX: 904-996-0639

CERTIFICATE OF AUTHORITY # 29991

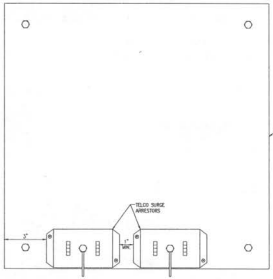
DO NOT SCALE THIS DRAWING - DIMENSIONS ARE NOTED THEIR PRECEDENCE

LANDSCAPING PLAN & DETAILS
SITE #L4558-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE:	DRAWING:
AS SHOWN	L-1
	18 x 12
DRAWN BY: DESIGN BY:	DATE:
DJP DJP	MAY XX, 2011
CHECKED BY:	PROJECT:
MLAB	1107857

PRELIMINARY
NOT FOR CONSTRUCTION
05.05.11

PROFESSIONAL ENGINEER
DAVID J. PRESTON, P.E.
FLORIDA LICENSE #56424



ALARM WIRING LAYOUT (1 W-1)

SCALE: 12"x24" SHEET 1/2" = 1'

SCALE: 11"x17" SHEET 1/4" = 1'

NO.	DATE	REVISIONS AND RECORD OF ISSUE	DSP BY	ALN CHK	AUT APP	MB TLH
1	XX-XX-15	ISSUED FOR ZONING				

T-Mobile

T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
12276 SAN JOSE BLVD, SUITE 427
JACKSONVILLE, FLORIDA 32223
PHONE: 904-886-7779
FAX: 904-886-0838

CERTIFICATE OF AUTHORITY # 2861

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PRECEDENCE

ALARM WIRING SCHEMATIC
SITE #JU-699-D
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN

DRAWN BY: EHP

CHECKED BY: MJS

DRAWING: W-1 17 x 17

DATE: MAY XX, 2011

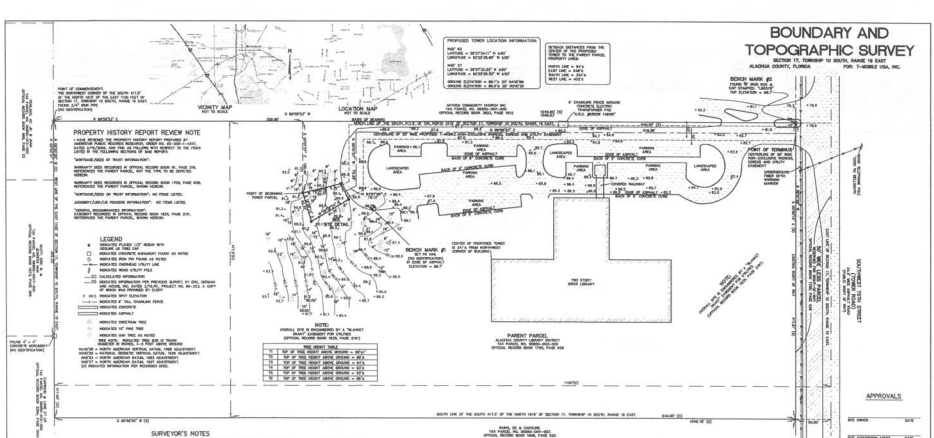
PROJECT NO: 107867

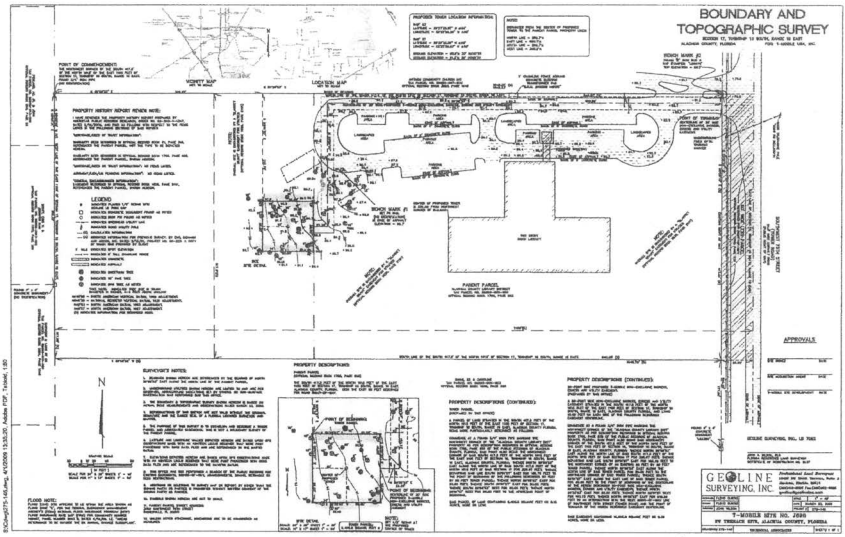
PRELIMINARY
NOT FOR CONSTRUCTION
05-05-11

PROFESSIONAL ENGINEER
ANTHONY J. SOUTHCOTT II
FLORIDA LICENSE #65444

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 17, TOWNSHIP 10 SOUTH, RANGE 18 EAST
ALACHUA COUNTY, FLORIDA
FOR: T-MOBILE USA, INC.





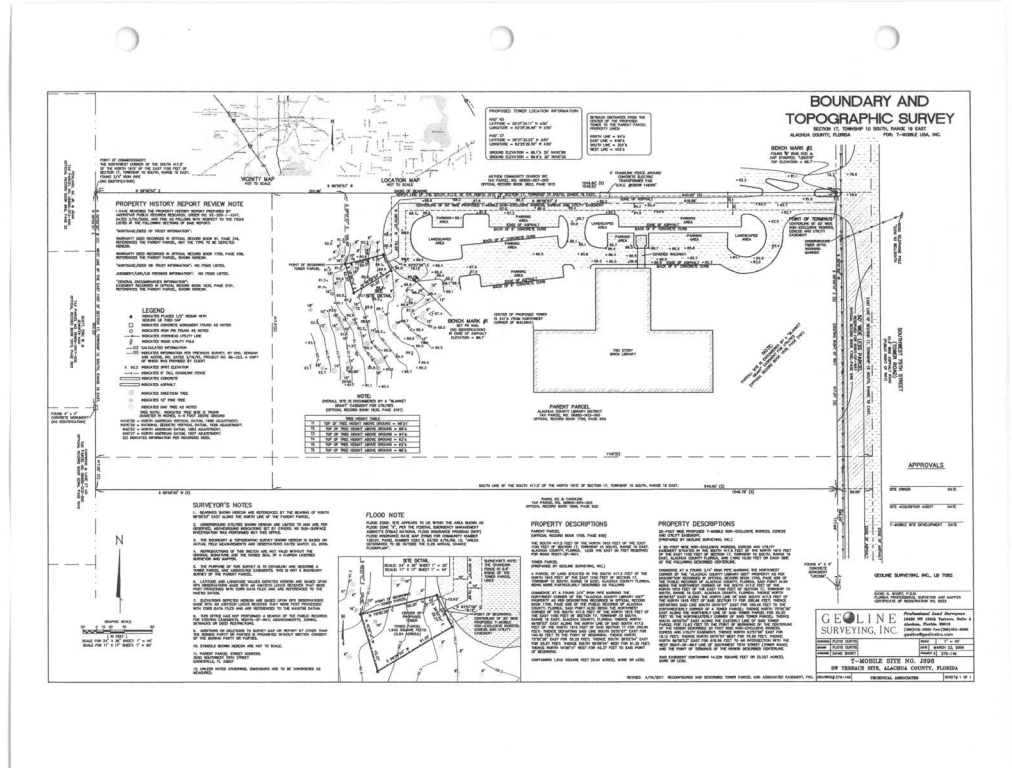
SITE APPROVED CONTINGENT ON REGULATORY REVIEW

SOL M HASCL
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.



REVISED 4/16/2021 RECONFIGURED AND DESCRIBED TOWER PARCEL AND ASSOCIATED EASEMENT, FCL

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
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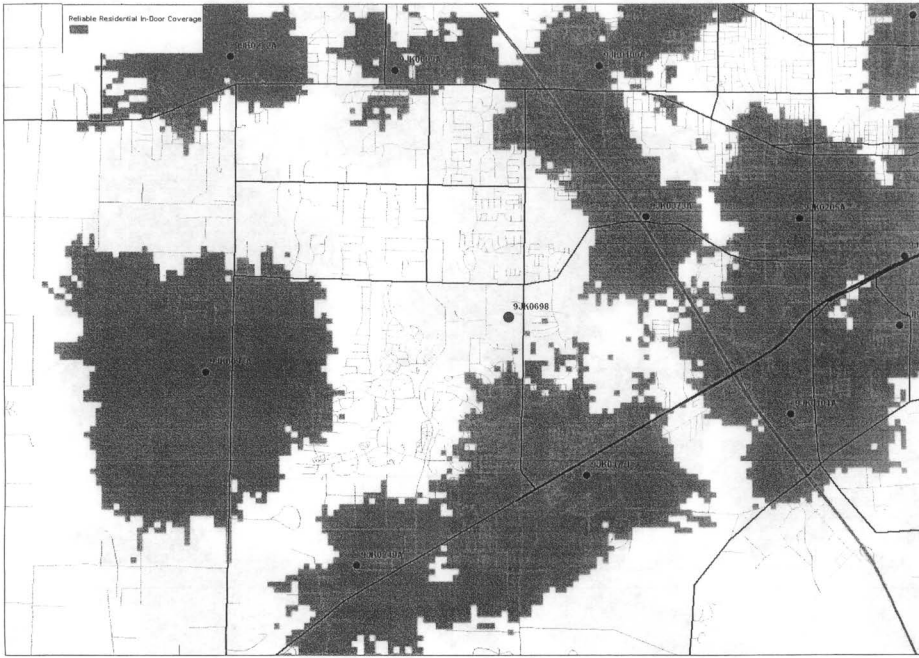
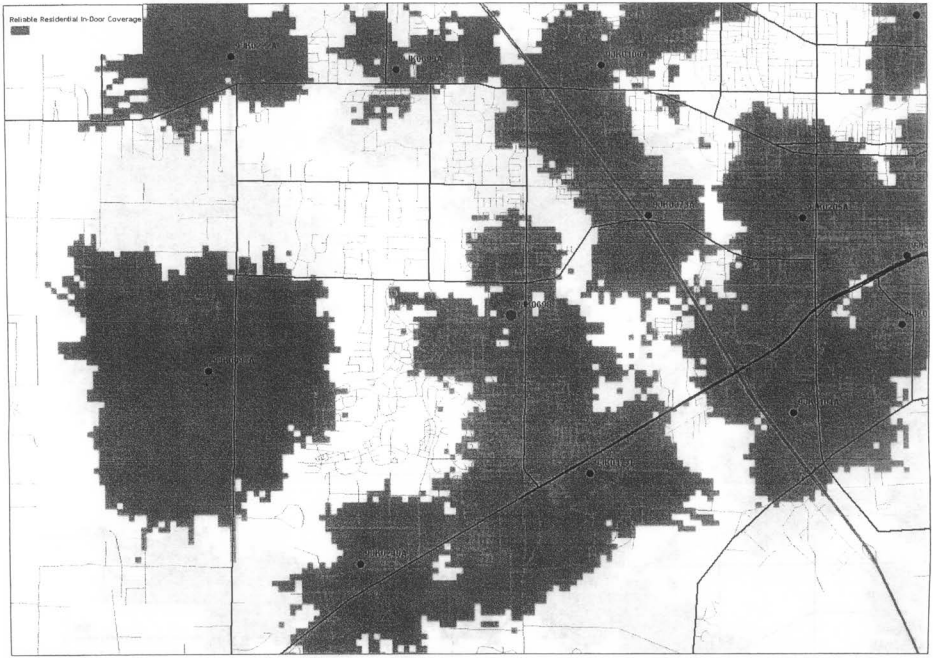
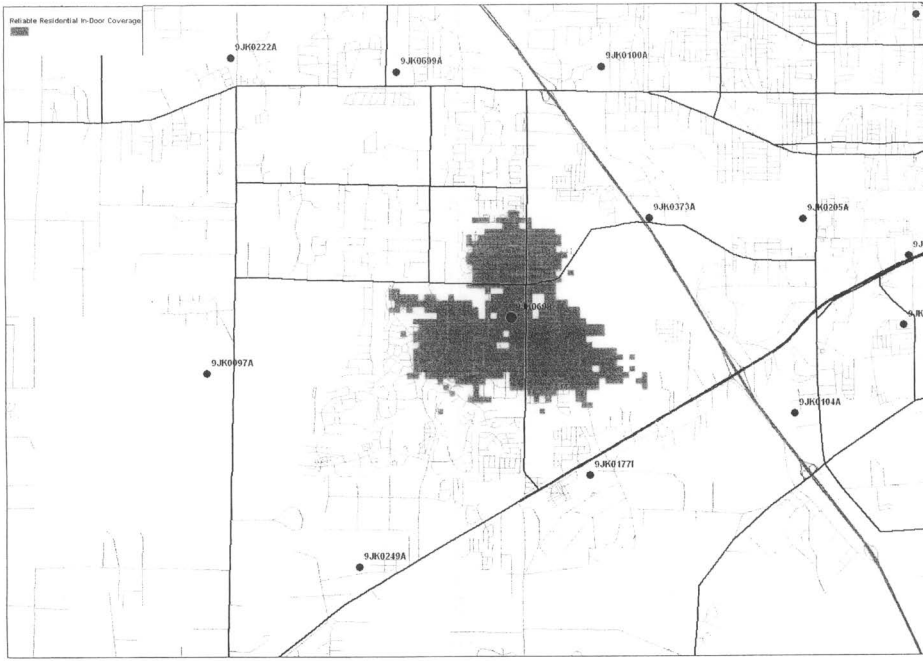
45.00 dBm	1900


Reliable Residential In-Door Coverage
9.K0698


Reliable Residential In-Door Coverage


Reliable Residential In-Door Coverage
9JK0222A
9JK0699A
9JK0100A
9JK0373A
9JK0205A
9JK0097A
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) 251-7003
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**
WQQB325	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 06-50, 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
WQB8326	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 o
f 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, 9883 (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)

MARY D. SOLIK
MY COMMISSION # DD 708633
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,

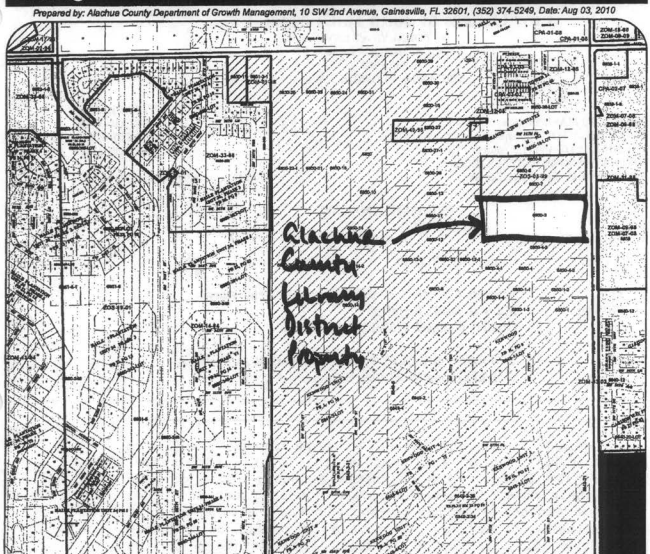
Kelly Williamson
T-Mobile Real Estate Manager

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 Ramis	3108 S.W. 75th St 32608
2.	Eugene D Ramis	3108 S.W 75TH ST 32608
3.	Jennifer Scott	3007SW 81 ST ST 32608
4.	D Brown	3010 SW 81 ST
5.	J.W. 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 Rose	3015 SW 81 ST
10.	Tommy Rose	3015 SW 81 ST.
11.	Joe Cauthen 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° 23' 29.26" WEST

ZONING INFORMATION

PERMITTING JURISDICTION:	
ZONING CLASS:	RC-1
PARCEL ID:	NO. 06850-150-000

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
T2-1	DRAWING INDEX TITLE SHEET
C2-1	CIVIL SITE PLAN
C2-2	CIVIL DETAILS
S2-1	SITE PLAN & DETAILS
A2-1	TOWER ELEVATION & DETAILS
L2-1	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 IN COMMUNITY PANEL NO. 12001C0705 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 (NORMAN ED), TURN RIGHT ONTO SR-26, KEEP STRAIGHT ONTO SR-25, ROAD NAME CHANGES TO SR-26 IN GAINESVILLE, TURN LEFT ONTO SW 75TH ST (TOWER NO. ABOVE 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 5507 NW 35TH DRIVE GAINESVILLE, FL 32601 PHONE: 352-334-3910 FAX: 352-334-3918 SGT. HITSCH	T-MOBILE 4190 BELFORT PARKWAY JACKSONVILLE, FL 32256 PHONE: 904-251-7014 FAX: 904-251-7120 KELLY WILLIAMSON EMAIL: Kelly.Williamson@T-Mobile.com	TECHNICAL ASSOCIATES 13276 SAN JOSE BLVD, SUITE 425 JACKSONVILLE, FL 32223 PHONE: 904-696-0779 FAX: 904-696-9535 CELL: 904-476-7563 MATT BYRON EMAIL: mbyron@taeng.com	GEOLINE SURVEYING, INC. 13430 NW 5TH STREET, SUITE 425 SUNRISE, FLORIDA 33325 PHONE: 305-415-2000 FAX: 305-482-9986 DAVID SHORT	GAINESVILLE REGIONAL UTILITIES 301 SE 4TH AVE, PO BOX 147117 GAINESVILLE, FL 32614 PHONE: 352-334-3400 #8810 FAX: 352-334-3482 CELL: 352-339-3429 TOM LANYER EMAIL: lanyert@gru.com	GAINESVILLE REGIONAL UTILITIES 301 SE 4TH AVE, PO BOX 147117 GAINESVILLE, FL 32614 PHONE: 352-334-0568 FAX: 352-334-2554 MCLEOD WILLIAMS EMAIL: williamsm@gru.com

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 (NORMAN ED), TURN RIGHT ONTO SR-26, KEEP STRAIGHT ONTO SR-25, ROAD NAME CHANGES TO SR-26 IN GAINESVILLE, TURN LEFT ONTO SW 75TH ST (TOWER NO. ABOVE 3020 SW 75TH ST, GAINESVILLE, FL 32607 TOTAL DISTANCE 87 MILES

ZONING

ISOLATION CONSERVATION
SR 26/26

NO.	DATE	ISSUED FOR ZONING	DRN	CHK	APP
1	01-11-10		BY	CHK	APP
0	01-11-10	ISSUED FOR ZONING	DRN	CHK	APP
NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY	CHK	APP

T··Mobile·
T-MOBILE USA
JACKSONVILLE, MTA

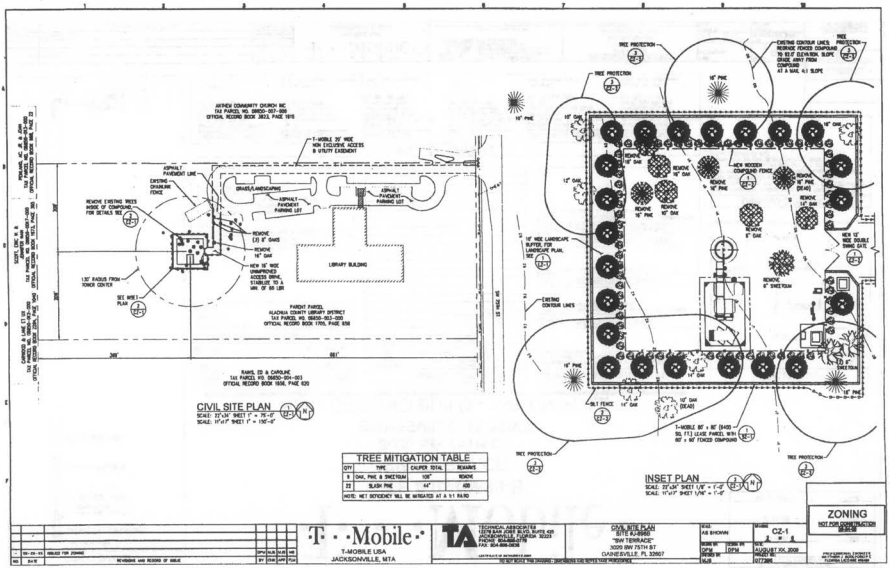
TECHNICAL ASSOCIATES
13276 SAN JOSE BLVD, SUITE 425
JACKSONVILLE, FLORIDA 32223
PHONE: 904-696-0779
FAX: 904-696-9535
CERTIFICATE OF AUTHORIZATION #: EB 0000 3 0000

DRAWING INDEX TITLE SHEET
SITE #9JK0698-B
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN	DRAWING NO.: TZ-1
DRAWN BY: CHK'D BY: APP'D BY: MJB	SHEET NO.: 1 OF 1
DATE: 01/11/10	JOB NO.: 9JK0698-B-XX_2008
	FILE NAME: T2.DWG

PROFESSIONAL ENGINEER'S SEAL
NOT VALID WITHOUT A RAISED EMBOSSED SEAL

THIS DRAWING AND THE DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF SERVICE IS THE PROPERTY OF TECHNICAL ASSOCIATES AND SHALL NOT BE USED BY ANY PERSON OR ENTITY FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION OF TECHNICAL ASSOCIATES. © COPYRIGHT TECHNICAL ASSOCIATES



TREE MITIGATION TABLE

QTY	TYPE	CALIPER TOTAL	REMARKS
8	OAK, PINE & SWEETGUM	108"	REMOVE
23	SLASH PINE	44"	KEEP

NOTE: NET DEFICIENCY WILL BE MITIGATED AT A 1:1 RATIO

ZONING
NOT FOR CONSTRUCTION UNLESS SIGNED

NO	DATE	REVISIONS AND RECORD OF ISSUE	DRW	DSN	APP	PJM
1	03-20-09	ISSUED FOR ZONING	BY	DSN	APP	PJM

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TA
TECHNICAL ASSOCIATES
8711 PERIMETER PARK BLVD. #28
JACKSONVILLE, FLORIDA 32216
PHONE 904.998.0776
FAX 904.998.0836
CERTIFICATE OF AUTHORIZATION #3887
DO NOT SCALE THIS DRAWING - INFORMATION CAN REPRESENT MORE INFORMATION

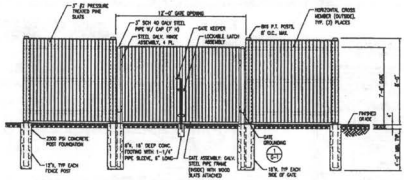
CIVIL SITE PLAN
SITE #JU8600
"SW TERRACE"
3035 SW 75TH ST
GAINESVILLE, FL 32607

SCALE	DRAWN BY	CHKD BY
AS SHOWN	DSN	PJM

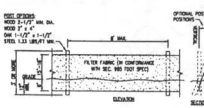
SHEET NO.	REVISION
CZ-1	A

AUGUST 10, 2009
PROJECT NO.
JU72886

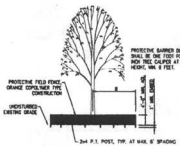
ATTENTION: ALL CONTRACTORS
CALL SUNSHINE 811 BEFORE YOU DIG
FLORIDA LAW (FS 556.105)



WOODEN FENCE WITH ACCESS GATE DETAIL
SCALE: N.T.S.



FDOT TYPE III SILT FENCE DETAIL
SCALE: NOT TO SCALE



TREE PROTECTION DETAIL
NOT TO SCALE

NOTE:
SILT CONTROL AND TREE PROTECTION MEASURES SHALL BE REMOVED AT CONSTRUCTION COMPLETION ONLY.

NO.	DATE	REVISIONS AND RECORD OF ISSUE	BY
1	01-10-13	ISSUED FOR ZONING	DPC

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

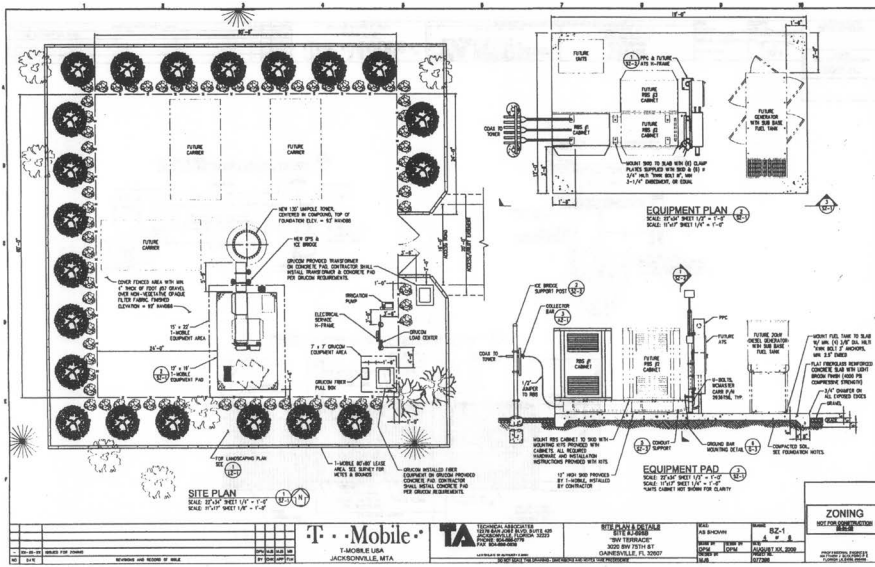
TA TECHNICAL ASSOCIATES
10370 RAM JOINT BLVD, SUITE 420
JACKSONVILLE, FLORIDA 32223
PHONE 904-886-8778
FAX 904-886-8206
COPYRIGHTS OF TECHNICAL ASSOCIATES
REJECT SHOULD THIS DRAWING DIFFERENCE EXIST WITH YOUR PERFORMANCE

CIVIL DETAILS
SITE #248808
"BAY TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE	AS SHOWN
DRAWN BY	CDPM
CHECKED BY	CDPM
REVIEWED BY	
DATE	
DRAWING	CZ-2
SHEET	3 OF 8
FLORIDA REG. NO.	52739
PROJECT NO.	627.008

ZONING
NOT FOR CONSTRUCTION
BIDDING

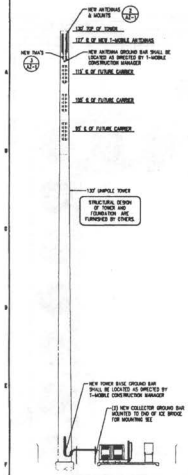
PROFESSIONAL ENGINEER
ANTHONY WOLFORD PE
LICENSE NUMBER 70004


SITE PLAN
SCALE: 32'-0" SHEET 1/8" = 1'-0"
SCALE: 11"x17" SHEET 1/8" = 1'-0"
EQUIPMENT PLAN
SCALE: 32'-0" SHEET 1/2" = 1'-0"
SCALE: 11"x17" SHEET 1/4" = 1'-0"
EQUIPMENT PAD
SCALE: 32'-0" SHEET 1/2" = 1'-0"
SCALE: 11"x17" SHEET 1/4" = 1'-0"
FUTURE CARRIER
NEW 135' MAPLE TOWER, CENTERED IN COMPOUND, TOP OF FOUNDATION ELEV. = 82' NAVD88
NEW GPS & ICE BRIDGE
GRUCON PROVIDES TRANSFORMER AND ELECTRICAL CONTRACTOR SHALL INSTALL TRANSFORMER & SCHEDULE PAD PER GRUCON REQUIREMENTS
COVER FENCED AREA WITH MIN. 3" THICK #57 STONE (NO GRAVEL) OVER FILTER FABRIC. PLACE FILTER FABRIC UNDER STONE
ELEVATION = 83' NAVD88
15' x 20' T-MOBILE EQUIPMENT AREA
10' x 16' T-MOBILE EQUIPMENT PAD
IRRIGATION PUMP
ELECTRICAL SERVICE H-FRAME
GRUCON LOAD CENTER
7' x 7' GRUCON EQUIPMENT AREA
GRUCON FIBER PULL BOX
GRUCON INSTALLED FIBER EQUIPMENT OR GRUCON PROVIDED CONCRETE PAD CONTRACTOR SHALL INSTALL CONCRETE PAD PER GRUCON REQUIREMENTS
T-MOBILE #07-007 LEASE AREA, SEE SURVEY FOR METES & BOUNDS
TOP LANDSCAPING PLAN
SEE L-1
FUTURE UNITS
FUTURE RRS #1 CABINET
FUTURE RRS #2 CABINET
FPC & FUTURE ATS H-FRAME
COAX TO TOWER
MOUNT RRS TO SLAB WITH (2) CLAMP PLATES SUPPLIED WITH RRS & (6) 3/4" HILTI "KWIK BOLT II", MIN 3-1/4" EMBEDMENT, OR EQUAL
FUTURE GENERATOR WITH 500 GAL FUEL TANK
ICE BRIDGE SUPPORT POST
COLLECTOR BAR
1/0 JUMPER TO RRS
FPC
FUTURE ATS
FUTURE 20kW DIESEL GENERATOR WITH 500 GALLON FUEL TANK
MOUNT FUEL TANK TO SLAB W/ MIN. (1) 3/8" DIA. HILTI "KWIK BOLT 2" ANCHORS, MIN 3.5" EMBED
FLAT FIBERGLASS REINFORCED CONCRETE SLAB WITH LIGHT BROOM FINISH (4000 PSI COMPRESSIVE STRENGTH)
3/4" CHAMFER ON ALL EXPOSED EDGES
GRAVEL
COMPACTED SOIL, SEE FOUNDATION NOTES
3-#3/0 SL REQUIRED CAD# P/N 2410010SL, TYP.
CONDUIT SUPPORT
GROUND BAR MOUNTING DETAIL
MOUNT RRS CABINET TO RRS WITH MOUNTING KITS PROVIDED WITH CABINETS. ALL REQUIRED HARDWARE AND INSTALLATION INSTRUCTIONS PROVIDED WITH KITS.
10" HIGH RRS PROVIDES BY T-MOBILE, INSTALLED BY CONTRACTOR
CAMOUFLAGED TREE
SEE L-1
T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA
TECHNOLOGY ASSOCIATES
1100 BAYMEADOWS ROAD, SUITE 420
JACKSONVILLE, FLORIDA 32225
PHONE: 904-886-0778
FAX: 904-886-0606
SITE PLANS & DETAILS
SITE #J-0006
"BW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607
SCALE: AS SHOWN
DRAWN BY: CPM
CHK'D BY: CPM
APP'D BY: MLR
SIZE: A B
JOB #: BZ-1
DATE: AUGUST XX, 2009
PROJECT NO.: 0272606
ZONING
NOT FOR CONSTRUCTION
05-20-09 ISSUED FOR ZONING
CPM KJS MLR
REVISIONS AND ISSUING OF WORK
BY CHK APP'D
NO. DATE

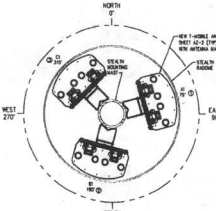
T-MOBILE ANTENNA & CABLING SCHEDULE

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	70°	1°	2 DEG	155'	1-5/8"	AVA	RED	NEW SECTOR A COAX CABLE 1
						2 DEG	155'	1-5/8"	AVA	RED, RED	NEW SECTOR A COAX CABLE 2
						2 DEG	155'	1-5/8"	AVA	VIOLET	NEW SECTOR A COAX CABLE 3
						2 DEG	155'	1-5/8"	AVA	VIOLET, VIOLET	NEW SECTOR A COAX CABLE 4
B	1	②	TMBXX-6517-R2M	190°	1°	2 DEG	155'	1-5/8"	AVA	BLUE	NEW SECTOR B COAX CABLE 1
						2 DEG	155'	1-5/8"	AVA	BLUE, BLUE	NEW SECTOR B COAX CABLE 2
						2 DEG	155'	1-5/8"	AVA	ORANGE	NEW SECTOR B COAX CABLE 3
						2 DEG	155'	1-5/8"	AVA	ORANGE, ORANGE	NEW SECTOR B COAX CABLE 4
C	1	③	TMBXX-6517-R2M	315°	1°	2 DEG	155'	1-5/8"	AVA	GREEN	NEW SECTOR C COAX CABLE 1
						2 DEG	155'	1-5/8"	AVA	GREEN, GREEN	NEW SECTOR C COAX CABLE 2
						2 DEG	155'	1-5/8"	AVA	YELLOW	NEW SECTOR C COAX CABLE 3
						2 DEG	155'	1-5/8"	AVA	YELLOW, YELLOW	NEW SECTOR C COAX CABLE 4
			GPS ANTENNA	-	-	-	-	-	AVA	-	TO BE SUPPLIED BY T-MOBILE

NOTE:
RF DATA SHEETS MUST BE CONFIRMED BY RF ENGINEER AND HANDED TO THE GENERAL CONTRACTOR AT PRE-CONSTRUCTION SITE WALK

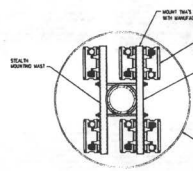


TOWER ELEVATION
SCALE: N.T.S.



ANTENNA ORIENTATION
SCALE: NOT TO SCALE

NOTE:
1. ANTENNA ORIENTATION IS CLOCKWISE FROM TRUE NORTH.
2. ANTENNA AMSTH/DISTRIBUTION LAYOUT (TYPA SHALL BE COMPLETED AND PROVIDED TO CONSTRUCTION MANAGER



TMA MOUNTING
SCALE: NOT TO SCALE

ZONING
NOT FOR CONSTRUCTION

NO	DATE	REVISIONS AND REASONS OF ISSUE	BY
1	04-02-09	ISSUED FOR ZONING	CPV
2			KJB
3			SCH
4			CPV
5			TJH

T-Mobile
T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
1007B SAN JOSE BLVD, SUITE 429
JACKSONVILLE, FLORIDA 32257
PHONE: 904-880-0958
FAX: 904-886-0959

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DO NOT SCALE THIS DRAWING. DIMENSIONS ARE TO BE TAKEN FROM FIGURES ONLY

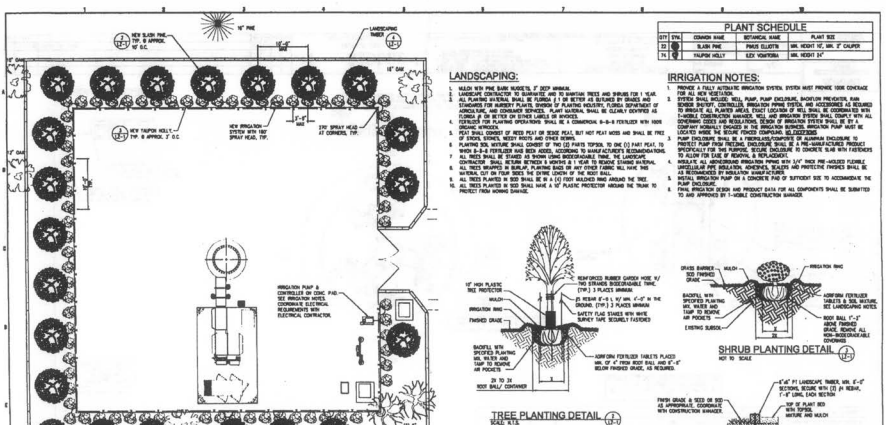
TOWER ELEVATION & DETAILS
SITE #:
"SW 159th ACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

SCALE: AS SHOWN
DRAWN BY: CPV
CHK'D BY: SCH
APP'D BY: TJH
DATE: 04-02-09
JOB NO: 08.05

DRAWING: AZ-1
A1 A2 A3

ADD'D/ST RX: 2009
ADD'D/ST RX: 2009
DJT 2009

PROPRIETARY INFORMATION
NEITHER T-MOBILE NOR T-MOBILE'S VENDORS SHALL REPRODUCE



PLANT SCHEDULE

QTY	SYM.	COMMON NAME	BOTANICAL NAME	PLANT SIZE
22		SLASH PINE	PINUS ELLIOTTII	MIN. HEIGHT 10', MIN. 3" 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 SUBSTITUTE TREES AND SHRUBS FOR 1 YEAR.
3. ALL PLANTING MATERIAL SHALL BE FLORIDA #1 OR BETTER AS DEFINED BY GRADES AND STANDARDS FOR NURSERY PLANTS, DIVISION OF PLANTING INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE, AND CURRENT REVISIONS. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
4. ALL LANDSCAPING MAINTENANCE 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, WEEDS, ROOTS AND OTHER DEBRIS.
6. PLANTING SOIL MIXTURE SHALL CONSIST OF TWO (2) PARTS TOPSOIL TO ONE (1) PART PEAT, TO BE MIXED THOROUGHLY BEFORE PLACING AROUND ROOTS OF PLANTS AND BACKFILLING.
7. ALL TREES SHALL BE STAKED AS SHOWN USING BIODEGRADABLE TWINE. THE LANDSCAPE CONTRACTOR SHALL RETURN BETWEEN 9 MONTHS & 1 YEAR TO REMOVE STAKING MATERIAL.
8. ALL TREES WRAPPED IN BURLAP, PLANTING BAGS OR ANY LINED FABRIC WILL HAVE THIS MATERIAL CUT ON FOUR SIDES THE ENTIRE LENGTH OF THE ROOT BALL.
9. ALL SHRUBS AND GROUNDCOVER SHALL BE 24" O.C. OR AS INDICATED ON PLAN 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 PROVIDE A COMPLETE AND WORKABLE SYSTEM. LOCATION OF WELL PUMP TO BE APPROVED BY OWNER'S REPRESENTATIVE. DESIGN OF IRRIGATION SYSTEM SHALL COMPLY WITH ALL GOVERNING CODES AND REGULATIONS. DESIGN OF IRRIGATION SYSTEM SHALL BE BY A COMPANY REGULARLY ENGAGED IN THE IRRIGATION BUSINESS. IRRIGATION PUMP MUST BE LOCATED WHERE THE SECURE FENCED COMPOUND, AS DESCRIBED.
3. PUMP CONTROLLER SHALL BE A TAMPER-RESISTANT FOOTPRINT OF ALUMINUM ENCLOSURE TO PROTECT ELECTRICAL COMPONENTS. ENCLOSURE SHALL BE A PRE-MANUFACTURED PRODUCT SPECIFICALLY FOR THE PURPOSE, INCLUDE PROVISIONS TO CONCRETE SLAB WITH FASTENERS TO ALLOW FOR EASE OF REMOVAL & REPLACEMENT.
4. INSULATE ALL ABOVEGROUND IRRIGATION PIPING WITH 1/4" THICK PRE-MOLDED FLEXIBLE CELLULAR PIPE INSULATION. ADHESIVES, SEALERS AND PROTECTIVE FINISHES SHALL BE AS RECOMMENDED BY INSULATION MANUFACTURER.
5. PUMP SHALL BE SUBMERSIBLE 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 INDICATES. SEE NOTE 7
2. PLANT SO THAT ROOT FLARE IS EXPOSED & THE TOPMOST ROOT IS NO MORE THAN 1" BELOW FINISHED GRADE. PLANT AT THE SAME DEPTH AS 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.

T-MOBILE USA
JACKSONVILLE, MTA

TECHNICAL ASSOCIATES
11370 SAN JOSE BLVD., SUITE 6JN
JACKSONVILLE, FLORIDA 32223
PH: 904-886-0778

LANDSCAPING PLAN & DETAILS
SITE #J-6955
"SW TERRACE"
9030 SW 75TH ST
GAINESVILLE, FL 32607

DRAWN: AS SHOWN
DESIGN BY: GPM
DRAWN BY: MJS
CHECKED: GPM
APPROVED BY:
JOB #: 0777.000
L2-1
2 OF 2
AUGUST 04, 2009

ZONING
NOT FOR CONSTRUCTION
08.04.09

PROFESSIONAL ENGINEER'S SEAL
"I HEREBY CERTIFY THAT THESE PLANS ARE IN COMPLIANCE WITH THE LOCAL LIFE SAFETY CODE"

NO.	DATE	ISSUED FOR ZONING	DRAWN	CHECKED
1	08-04-09	REVISIONS AND REVISED TO ISSUE	GPM	GPM

SW-Terrace-Balloon-Test-Map_062410

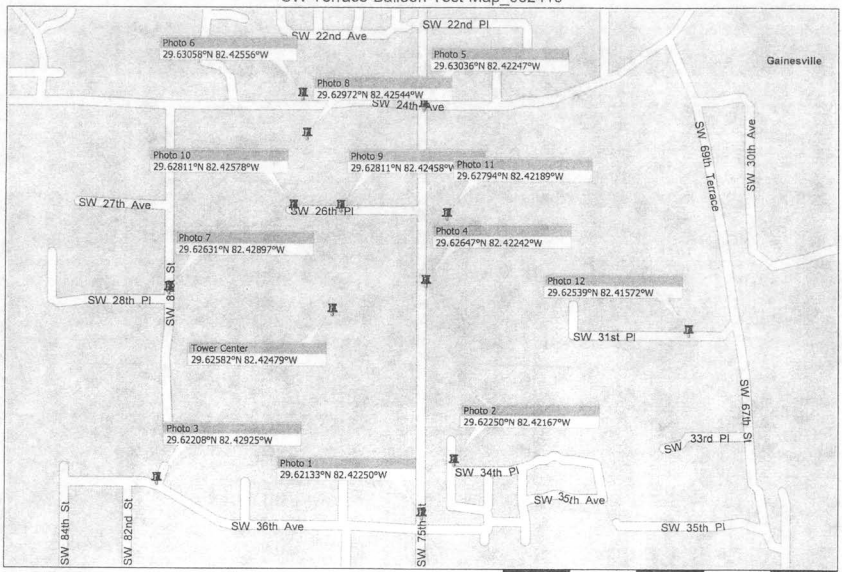


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Photo #4 (SW 75th St) - 130'

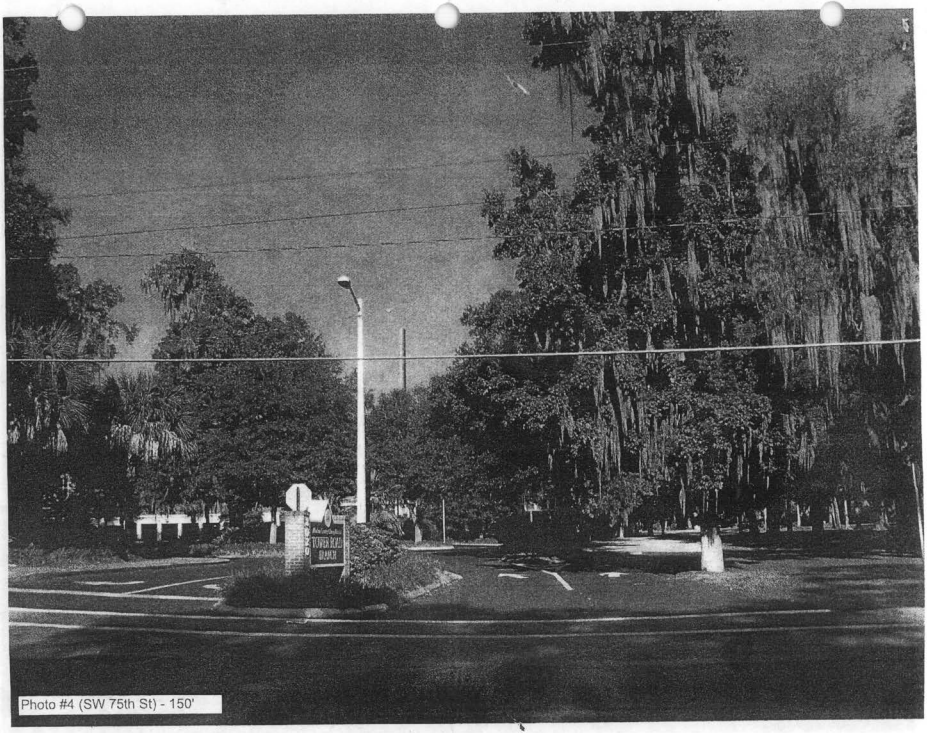


Photo #4 (SW 75th St) - 150'

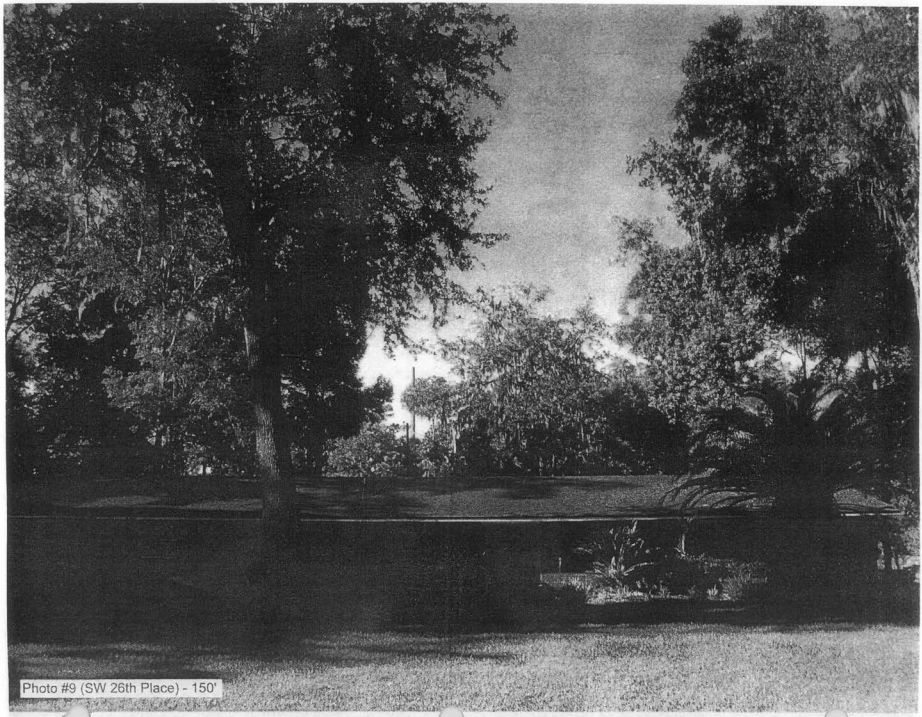
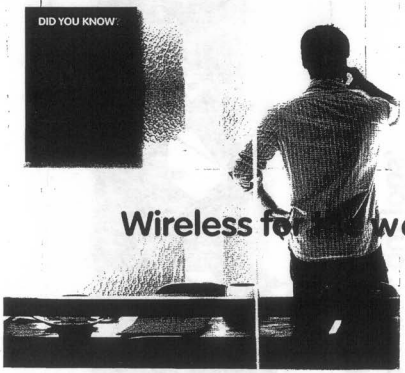


Photo #9 (SW 26th Place) - 150'

T · ·Mobile·

Growing the nation's wireless networks helps us all stay connected to our families, our jobs, our world.



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.

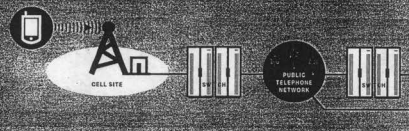
This dramatic increase in cell phone use can put a strain on wireless networks. Unless the networks expand to keep pace with increasing consumer demand, consumers may experience dropped calls, poor call clarity and spotty coverage.

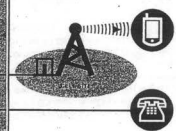
You deserve reliable coverage

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.

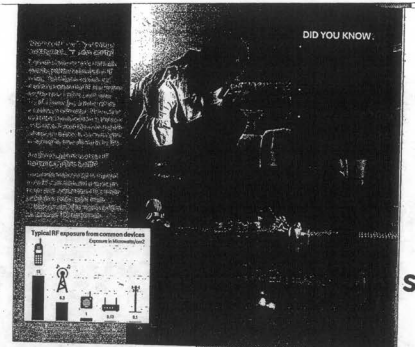
Your cell phone sends information—whether it's voice, text, images, music or more—in the form of radio waves, also called "signals" or "radio frequencies" (RF). This is the same technology that delivers radio and television broadcasts and that makes cordless telephones, baby monitors and wireless routers 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

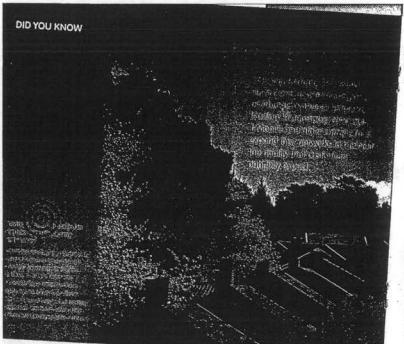
To improve the ability of emergency services to quickly assist those in need, a caller location system called Enhanced 9-1-1 (E9-1-1) is being deployed across the country. E9-1-1 provides three functions to help connect emergency responders and distressed wireless callers more quickly:

- 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 on 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.

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 share 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: _____

_____

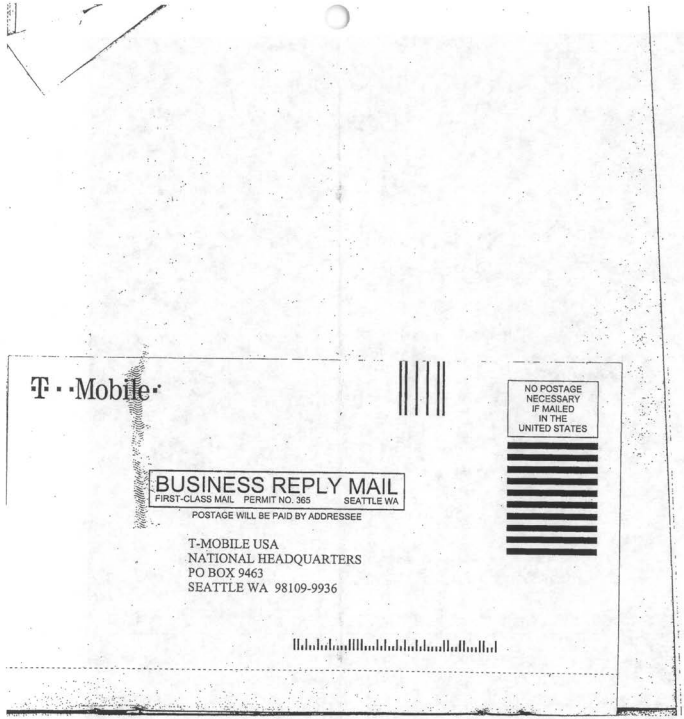
_____

_____

_____

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

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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.

Owner (signature) Owner (signature) Owner (signature)

STATE OF FLORIDA
COUNTY OF ALACHUA

SHANEY T. LIVINGSTON
MY COMMISSION # DD 987505
EXPIRES: May 3, 2014
Bonded Thru Budget Notary Bonding

(SEAL ABOVE)

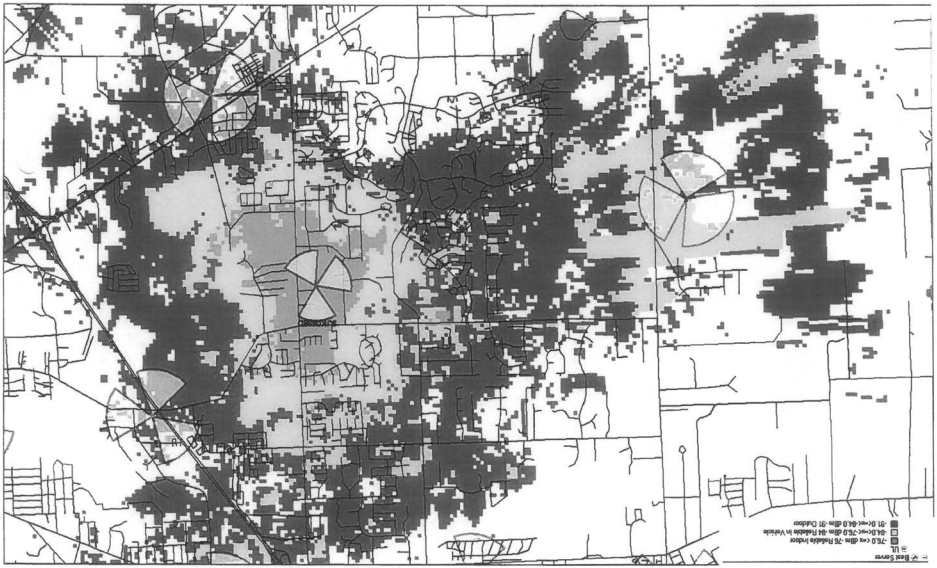
SWORN AND SUBSCRIBED BEFORE ME
THIS 23rd DAY OF September, 2010
BY Sol M. Hirsch
WHO IS/ARE PERSONALLY KNOWN TO ME OR HAS/HAVE PRODUCED AS IDENTIFICATION

(TYPE OF IDENTIFICATION)

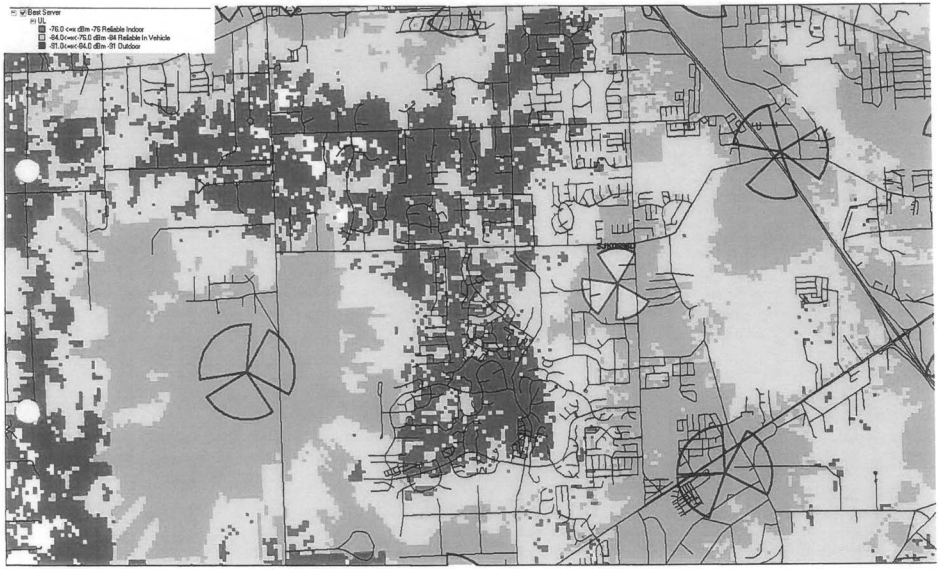
SHANEY T. LIVINGSTON
MY COMMISSION # DD 987505
EXPIRES: May 3, 2014
Bonded Thru Budget Notary Bonding

Notary Public, Commission No.

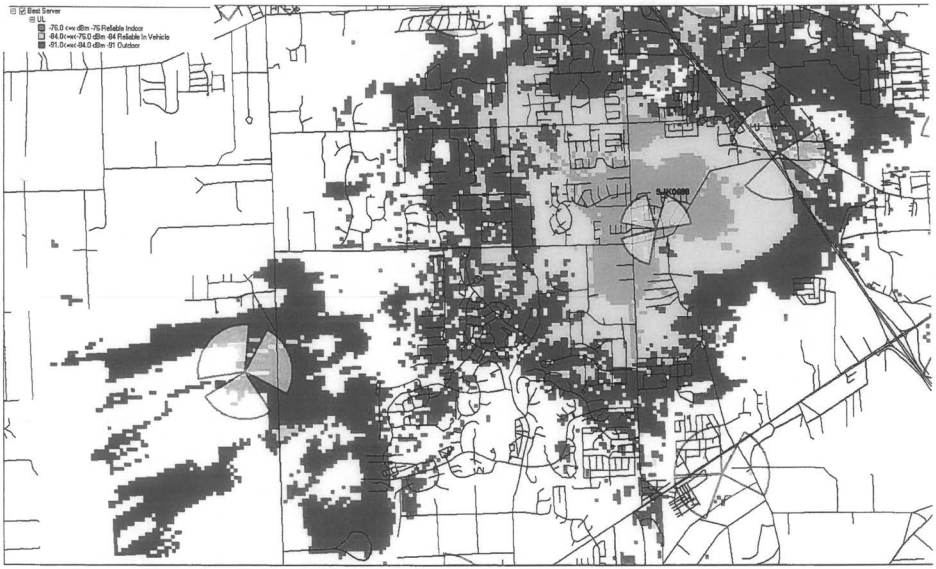
(Name of Notary typed, printed, or stamped)
Shaney T. Livingston



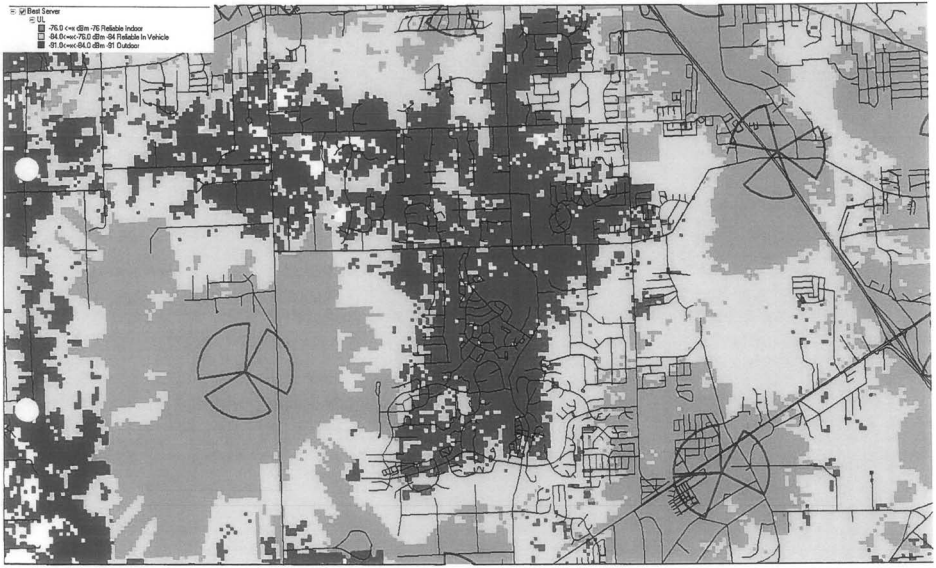
Proposed Coverage with 130' facility at Library



Current Coverage with proposed 130' facility



Proposed Coverage - Gillan facility at 180'



T-mobile Current Coverage

Current Coverage with 180' proposed Gillen facility

TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile South, LLC
Balloon Test / Photo Simulation
9JK698 – SW Terrace

TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Aerial Map of Vicinity

SW 24th Ave
SW 25th Ave
SW 26th Ave
SW 27th Ave
SW 28th Ave
SW 29th Ave
SW 30th Ave
SW 31st Ave
SW 32nd Ave
SW 33rd Ave
SW 34th Ave
SW 35th Ave
SW 36th Ave
SW 37th Ave
SW 38th Ave
SW 39th Ave
SW 40th Ave
SW 41st Ave
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TECHNICAL ASSOCIATES
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T-Mobile 9JK698 – SW Terrace
Aerial Map of Vicinity

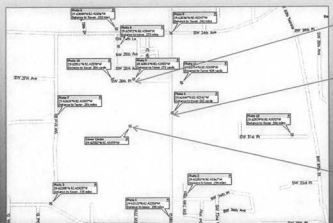

Photo Location #9

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

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Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Balloon Visible at 130'

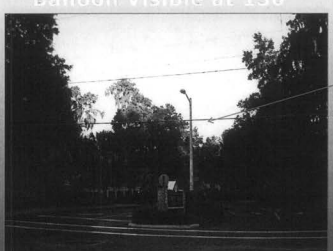

Photo Location #4

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T-Mobile 9JK698 – SW Terrace
Simulated 130' Unipole

TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Balloon Visible at 130'

TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Simulated 130' Unipole

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 1 balloon not visible

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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

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Engineering Solutions Provider

Photo location #5 Balloon not visible

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TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 6 balloon not visible

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Engineering Solutions Provider

Photo location # 7 Balloon not visible

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 8 Balloon not visible

TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 10 Balloon visible

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TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 11 Balloon not visible

www.technicalassociates.com

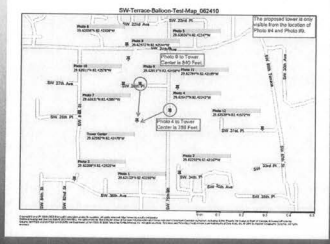
TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 12 Balloon not visible

www.technicalassociates.com

TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location reference



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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.

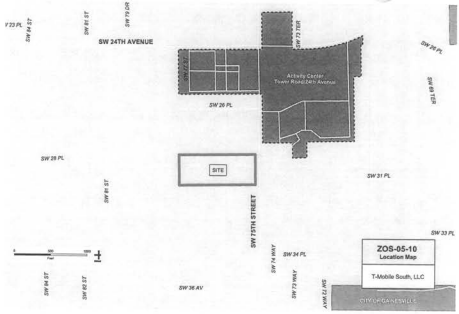
The photographs are up loaded into an image editing program, which is utilized to generate the photo simulation.

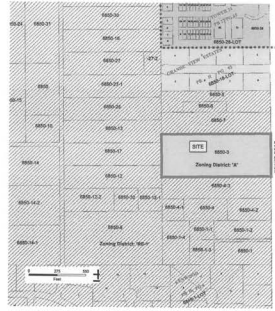
Based on the reference photograph and the target photograph intelligence, the pictorial height and the placement of the simulated tall structure is calculated and placed within the target photograph.

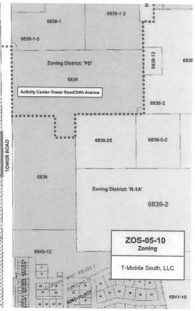
All target photographs are printed and checked utilizing a direct scale method.

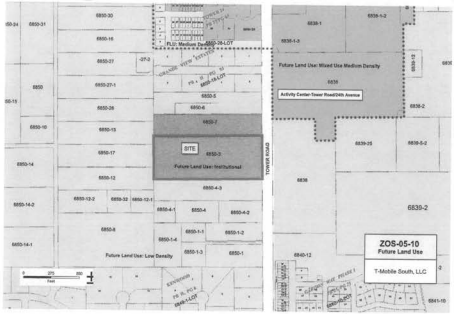
ZOS-05-10
A Special Use Permit Request for a 130 foot Unipole Personal Wireless Service Facility

Alachua County Board of County Commissioners
June 28, 2011





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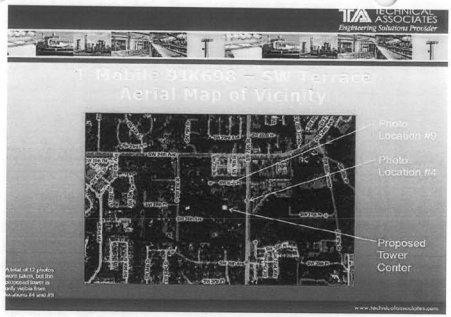
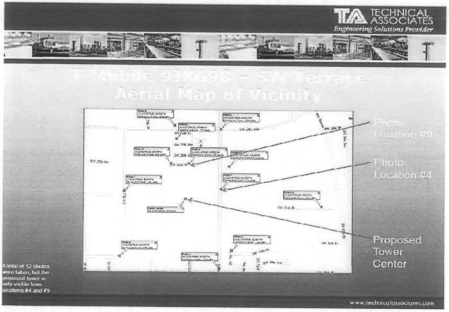
6850-12
6850-13-2
6850-32
6850-12-1
6850-14-2
6850-4-1
6850-4
6850-4-2
6850-8
6850-1-1
6850-1-2
6850-14-1
6850-14
6850-1-3
6850-1
PUD: Medium Density
SITE
6850-3
Future Land Use: Institutional
Future Land Use: Low Density
6850-4-3
6850-5
6850-6
6850-7
6850
6850-2
6850-13
6850-3
6850-5-2
6850-25
6838
6839-2
6840-12
6841-10
6839-1
6839-1-2
6839
6839-2
Future Land Use: Mixed Use Medium Density
Activity Center-Tower Road/24th Avenue
TOWER ROAD
ZOS-05-10
Future Land Use
T-Mobile South, LLC
0
375
750
Feet


TECHNICAL ASSOCIATES
Engineering Solutions Provider
T-Mobile 91K698 – 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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Engineering Solutions Provider
T-Mobile 91K698 – SW Terrace
Balloon Visible at 130'
Photo Location #4
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TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 91K698 – SW Terrace
Simulated 130' Unipole

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TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 91K698 – SW Terrace
Balloon Visible at 130'

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TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 91K698 – SW Terrace
Simulated 130' Unipole

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Engineering Solutions Provider

Photo location # 1 balloon not visible

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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

TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 7 Balloon not visible

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TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 8 Balloon not visible

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Engineering Solutions Provider

Photo location # 10 Balloon visible

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TA TECHNICAL ASSOCIATES
Engineering Solutions Provider

Photo location # 11 Balloon not visible

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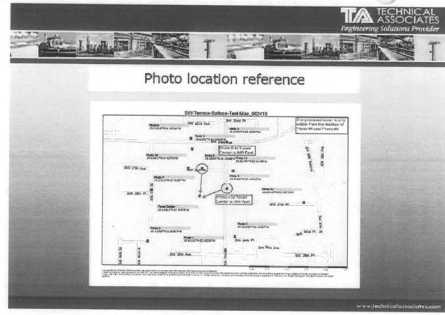


Comprehensive Plan Consistency

- 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

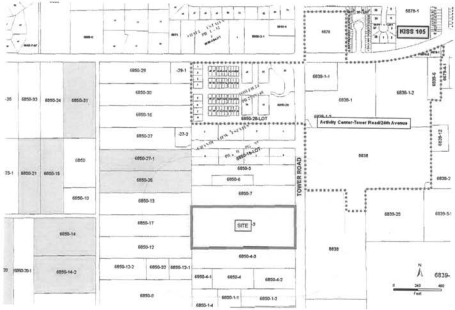
- Chapter 404, Section 404.54 PWSF Standards
  - Location
  - Design
  - Development Standards
- Chapter 402 Section 402.124 Criteria for Approval of Special Use Permits

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

Larry and Kimberly Alvarez
868 NW 136th Street
Newberry, FL 32608

RECEIVED
07-12-11
AC Growth Mgt.

July 10, 2011

Alachua County Board of County Commissioners
12 SE 1st Street
Gainesville, FL

Subject: Notice of Zoning Application # ZOS-05-10

Dear Commissioners:

We are unable to attend the meeting, so this letter is to express our strongest opposition to the plan for constructing or placing a tower at the location on Tower Road. We have property very near this location, and believe that placing a tower here will greatly diminish the value of our property. We plan to build a house on our property, but believe that a tower will make the area unsuitable for living. In addition to diminished value, there is research that indicates that living near a tower increases a person's risk of multiple health issues. Further, a tower at this location is not needed since there are numerous towers nearby. The thought of putting a tower at this location is ill conceived and without consideration of the residents of the area.

We strongly urge the Board of County Commissioners to deny this request.

Sincerely,

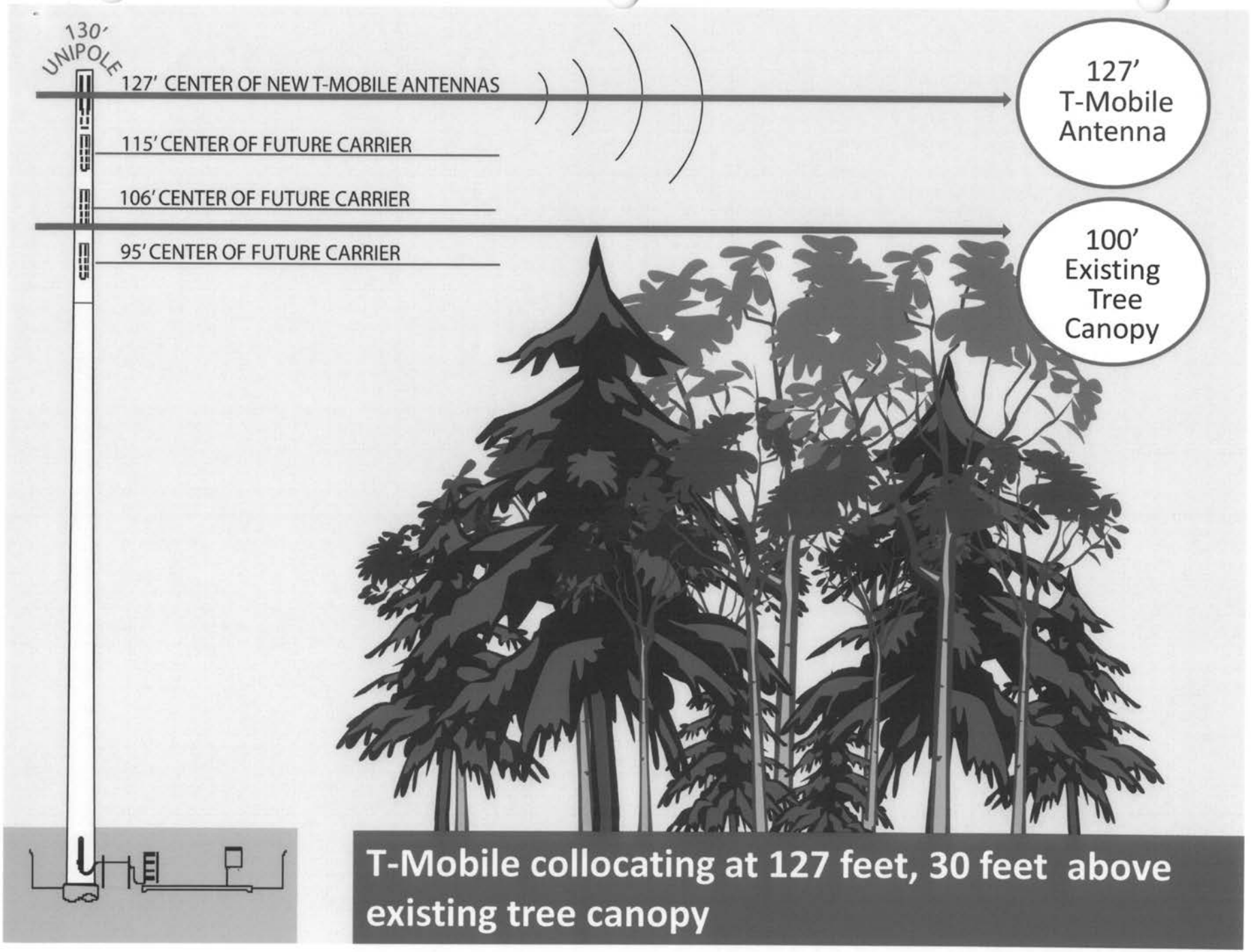
Larry R. Alvarez

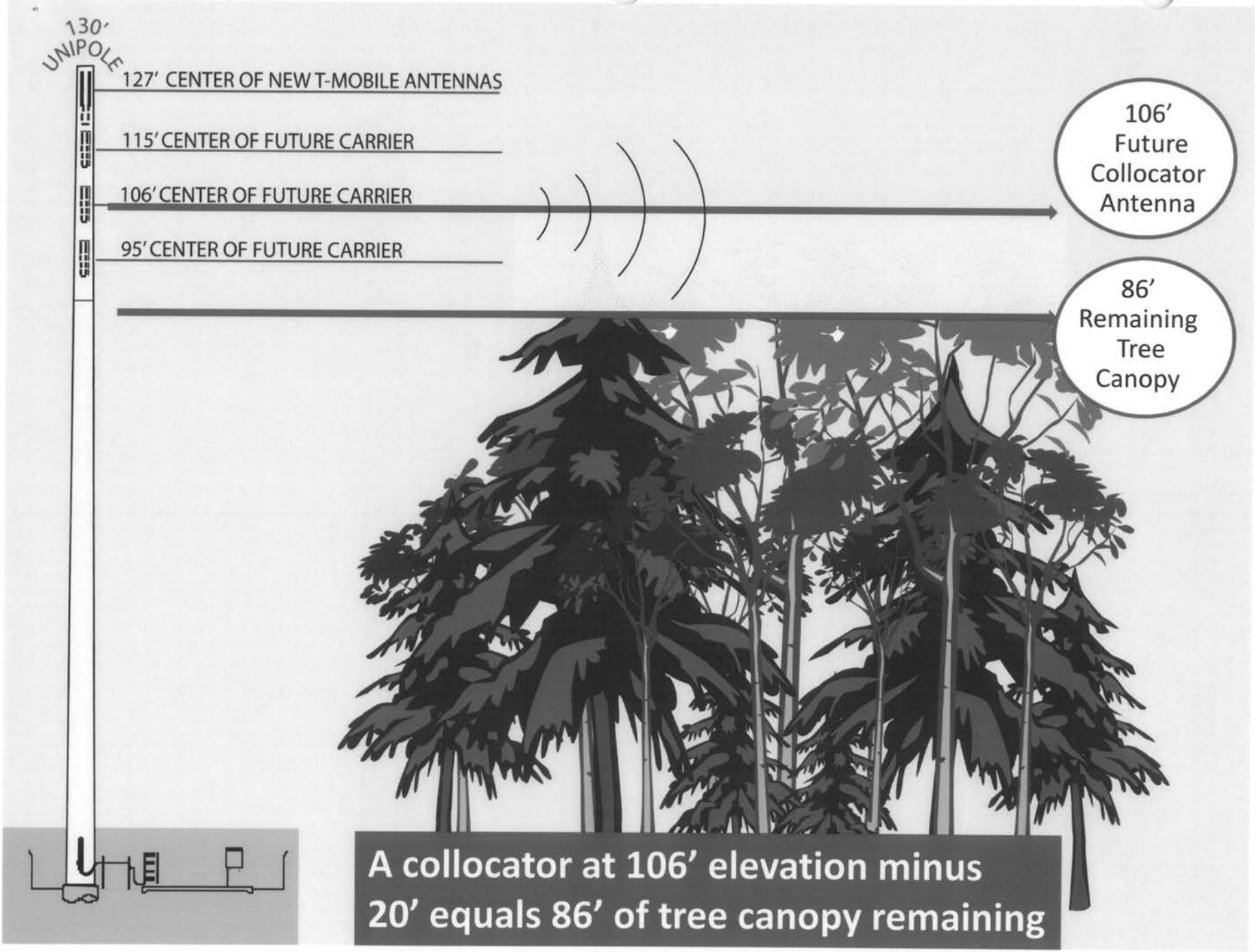
Kimberly K. Alvarez

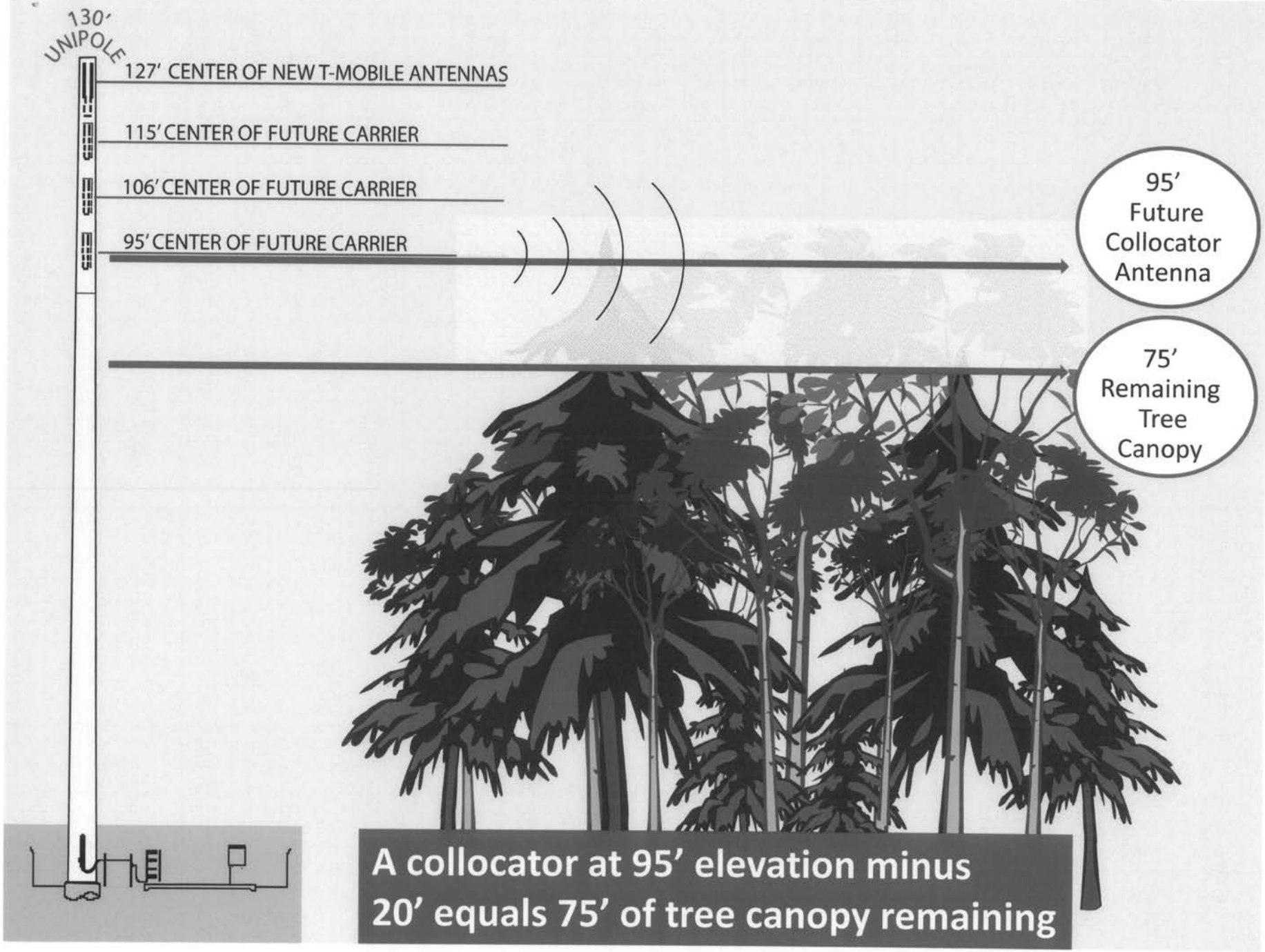
ZOS-05-10

July 12, 2011

SITE
TOWER ROAD
0
275
550
Feet
N
ZOS-05-10
Aerial Map
T-Mobile South, LLC


130' UNIPOLE
127' CENTER OF NEW T-MOBILE ANTENNAS
115' CENTER OF FUTURE CARRIER
106' CENTER OF FUTURE CARRIER
95' CENTER OF FUTURE CARRIER
127' T-Mobile Antenna
100' Existing Tree Canopy
T-Mobile collocating at 127 feet, 30 feet above existing tree canopy


130'
UNIPOLE
127' CENTER OF NEW T-MOBILE ANTENNAS
115' CENTER OF FUTURE CARRIER
106' CENTER OF FUTURE CARRIER
95' CENTER OF FUTURE CARRIER
106' Future Collocator Antenna
86' Remaining Tree Canopy
A collocator at 106' elevation minus 20' equals 86' of tree canopy remaining


130'
UNIPOLE
127' CENTER OF NEW T-MOBILE ANTENNAS
115' CENTER OF FUTURE CARRIER
106' CENTER OF FUTURE CARRIER
95' CENTER OF FUTURE CARRIER
95'
Future
Collocator
Antenna
75'
Remaining
Tree
Canopy
A collocator at 95' elevation minus
20' equals 75' of tree canopy remaining

Gillen Broadcasting, Inc. / KISS 105.3 FM

Article XII. Personal Wireless Services Facilities

"In order to obtain a special use permit, such [personal wireless service] facilities *must meet the standards for location, siting, and design*."

- The goals of these standards are listed in Sec. 404.51. of the LDRs.

Sec. 404.51: Goals

- "**Encourage the use of existing structures**, including but not limited to, rooftops, utility poles, church steeples and existing towers for deploying PWSFs."
- **"Discourage the construction of new PWSF towers."**
- "Encourage users of towers to locate, site and design them in a way that **minimizes the adverse visual impact** of the towers and associated equipment."
- "To promote compatibility of PWSFs with surrounding land uses, and protect the attractiveness, health, safety, and general welfare of the community."

Sec. 404.54(c)(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 RF analysis."

TECHNICAL ASSOCIATES
Engineering Solutions Provider

T-Mobile 9JK698 – SW Terrace
Simulated 130' Unipole

Photo Location #4

Witnesses

- Dana Dulabone, Advanced Frequency Engineering
  - Whether there is a demonstrated need for new tower and whether there is a suitable existing tower
- Laura Dedenbach, AICP, Plan-it U.
  - Consistency with comprehensive plan and land development regulations
  - Compatibility with surrounding land uses

Presented July 12, 2011

T-Mobile Proposed Tower Site Analysis
Site# 9JK0698- "SW Terrace"
3020 SW 75th Street Gainesville, FL
130 Foot Unipole

Presented by:

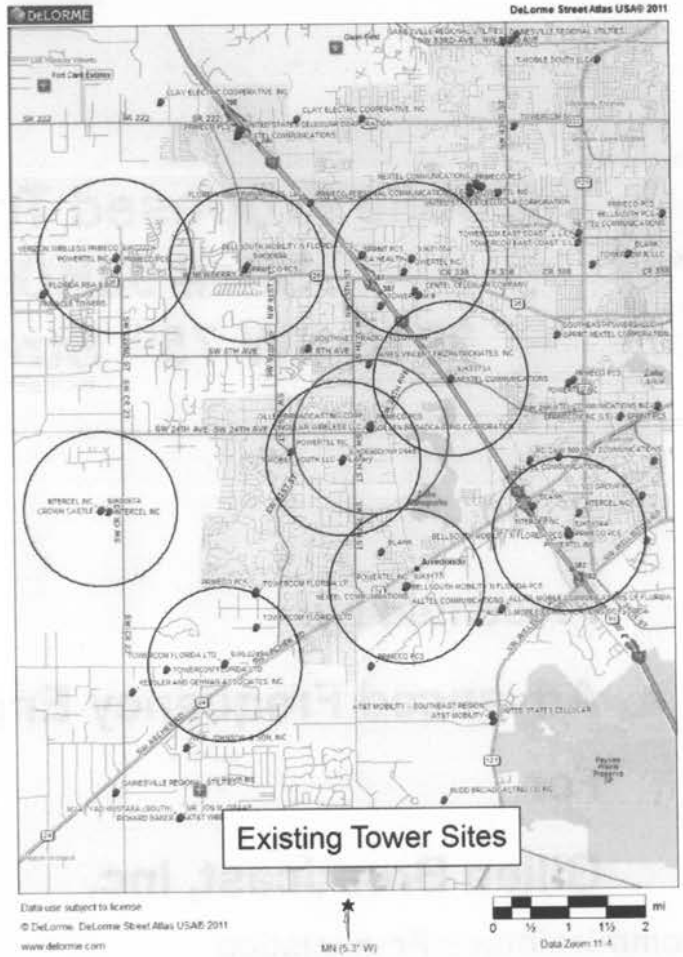
Advanced Frequency Engineering (AFE)

For

Gillen Broadcast, Inc.

Alachua County Board of County Commissioners Presentation

Proposed Library Site, Gillen Broadcast Towers and Existing Tower Sites



Advanced Frequency Engineering

Definition of Due Diligence

- **Due Diligence** - A process performed by a cell site carrier to determine the physical condition, suitability and feasibility of a landowner's property for cell phone purposes. This includes performing signal, topographical, geotechnical, structural and environmental testing, surveying and reviewing title on the property as well as obtaining all of the certificates, permits and other approvals that may be required by any Federal, State or Local government.

Gillen Broadcast Towers

- Strategically located to maximize co-location for present and future carriers
  - Located in area that is not completely surrounded by trees
  - Provides good indoor/outdoor signal coverage along Tower Road and Vicinity (LOS)
  - Existing Wireless Carriers including AT&T
  - Improves in-door voice/data coverage for future SW Terrace area
  - Existing tower site with plenty of open space on tower to mount antennas

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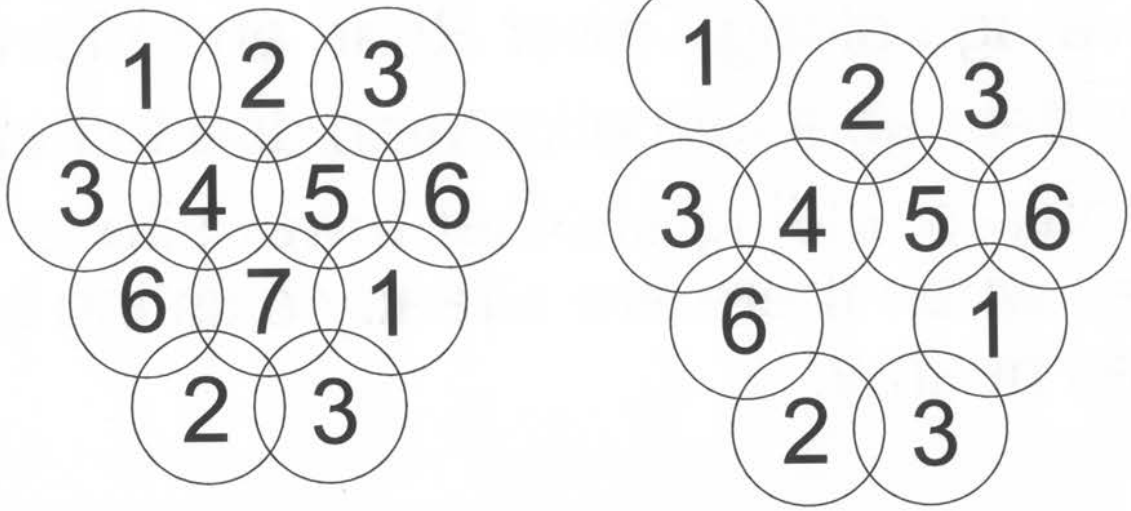
Proposed T-Mobile Library Site

- Located within a dense tree environment
  - High level of signal attenuation due to trees
  - Provides limited indoor/outdoor signal coverage along Tower Road and Vicinity
  - Not desirable for collocation due to height
  - Requires adding another tower site to the area when there are already existing tower sites nearby.

The Perfect Tower Site Versus the Alternative Site

Circular Cells Depicting Coverage Areas



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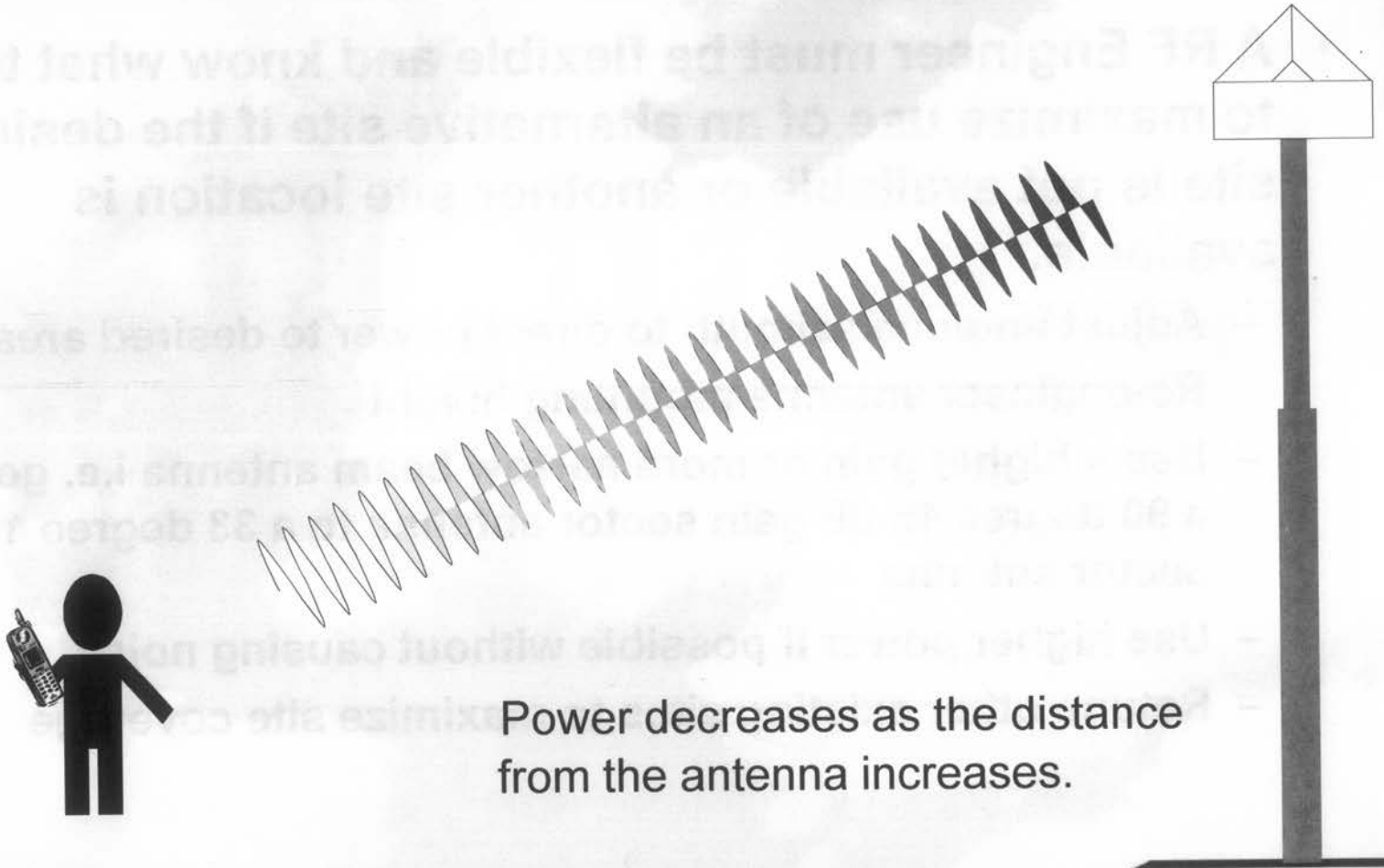
Remedies To Make the Alternative Site Work

- **A RF Engineer must be flexible and know what to do to maximize use of an alternative site if the desired site is not available or another site location is available.**
  - **Adjust antenna azimuth to direct power to desired areas**
  - **Re-engineer antenna mounting height**
  - **Use a higher gain or more narrow beam antenna i.e. go from a 90 degree 15 db gain sector antenna to a 33 degree 17 db sector antenna**
  - **Use higher power if possible without causing noise**
  - **Retune other existing sites to maximize site coverage**

Cell Site Coverage Radius



Power decreases as the distance from the antenna increases.

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Balanced Link Between Cell Phone and Tower

Proposed Library Site and Gillen Towers Aerial

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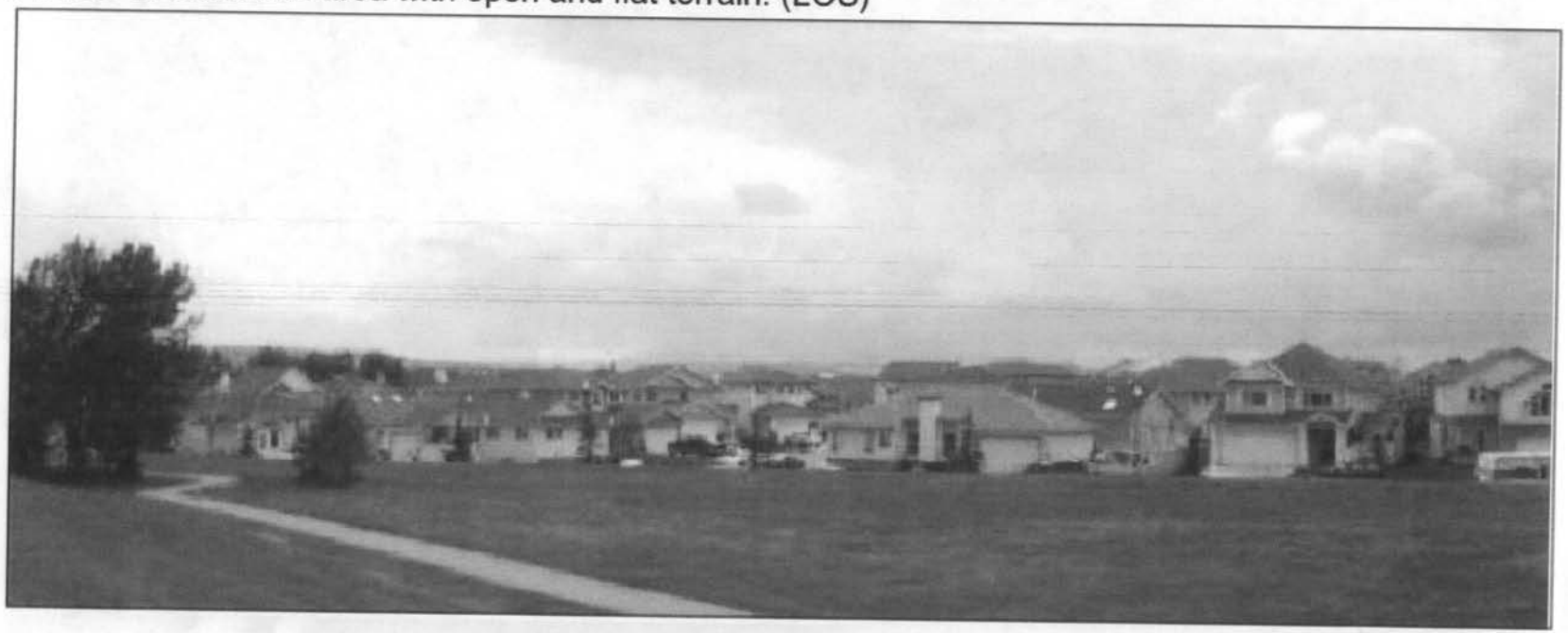
Signal Path Elevation Profiles

Picture 1: Suburban area with open and flat terrain. (LOS)



Signal Path Elevation Profiles

Picture 2: Typical suburban area (NLOS - medium distance between trees and buildings)

Signal Path Elevation Profiles

Picture 3: Typical urban area (NLOS - high-density trees and/or buildings)

NLOS Gillen Broadcast Tower Site

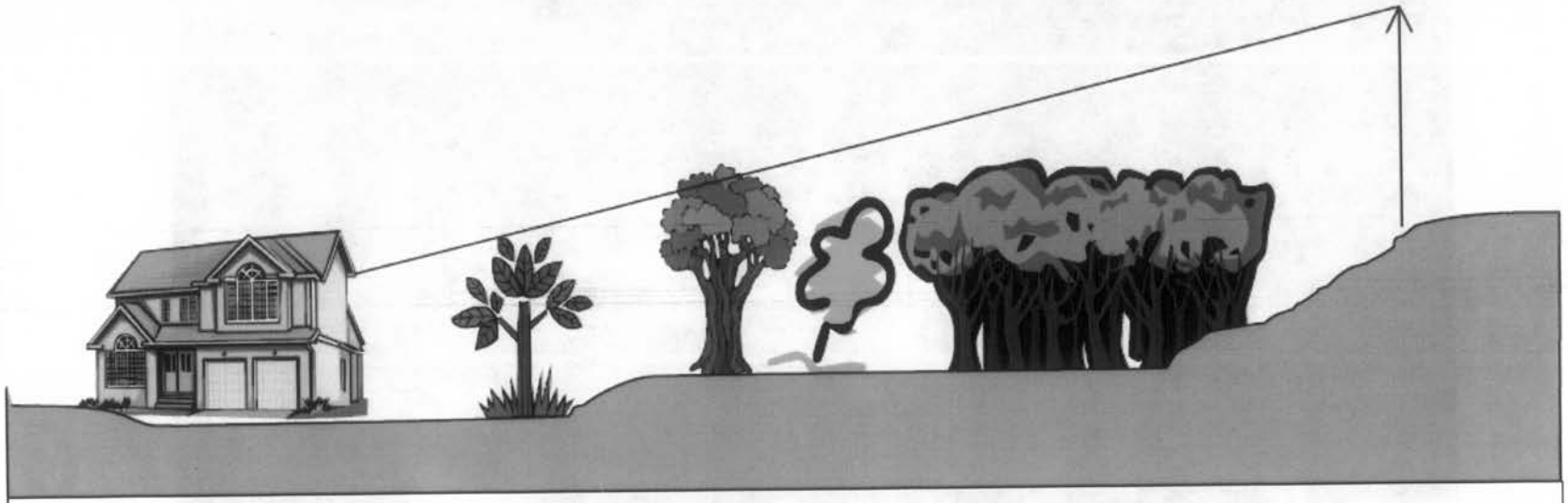


Figure 1: NLOS example. Less clutter is in the direct transmission path of the radio signal. This example may result in distances near the high end of the estimates.

NLOS Proposed T-Mobile Library Site

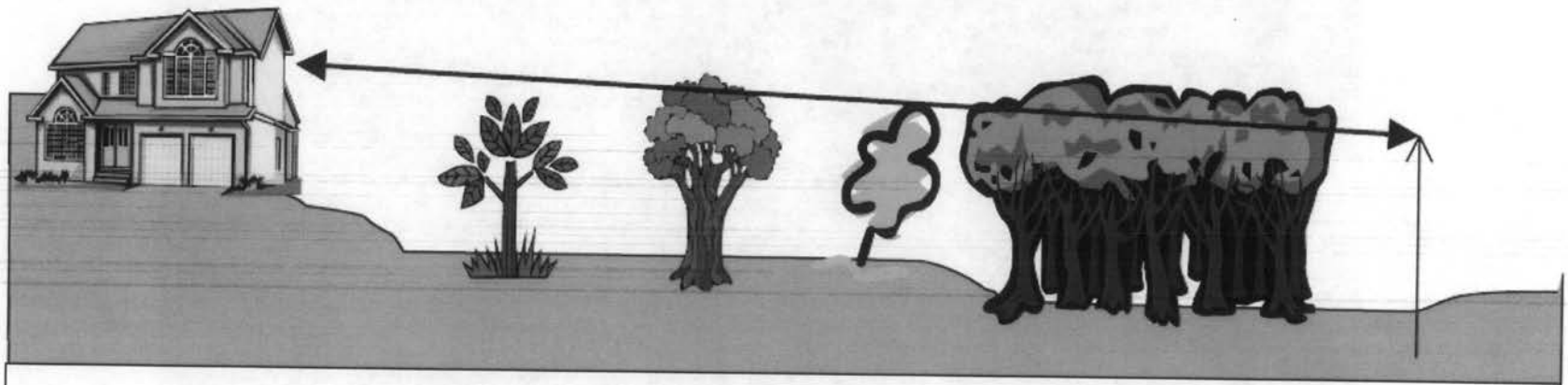


Figure 2: NLOS example. More foliage is in the direct transmission path of the radio signal. This example may result in distances near the lower end of the estimates.

Overlapping Coverage Between T-Mobile and Gillen Site

Overlapping Coverage Between T-Mobile and Gillen Site

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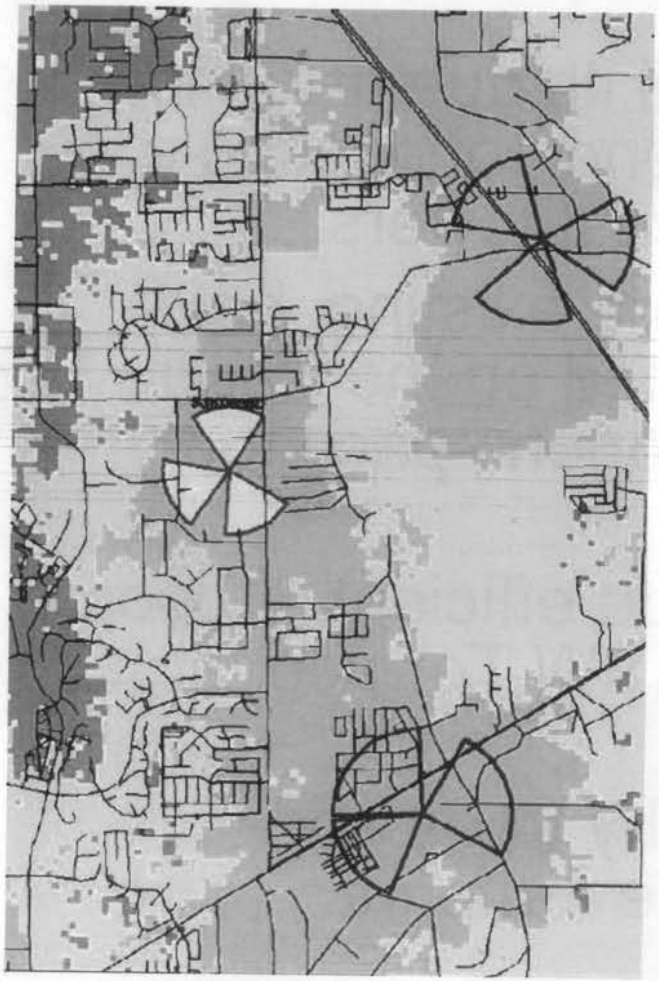
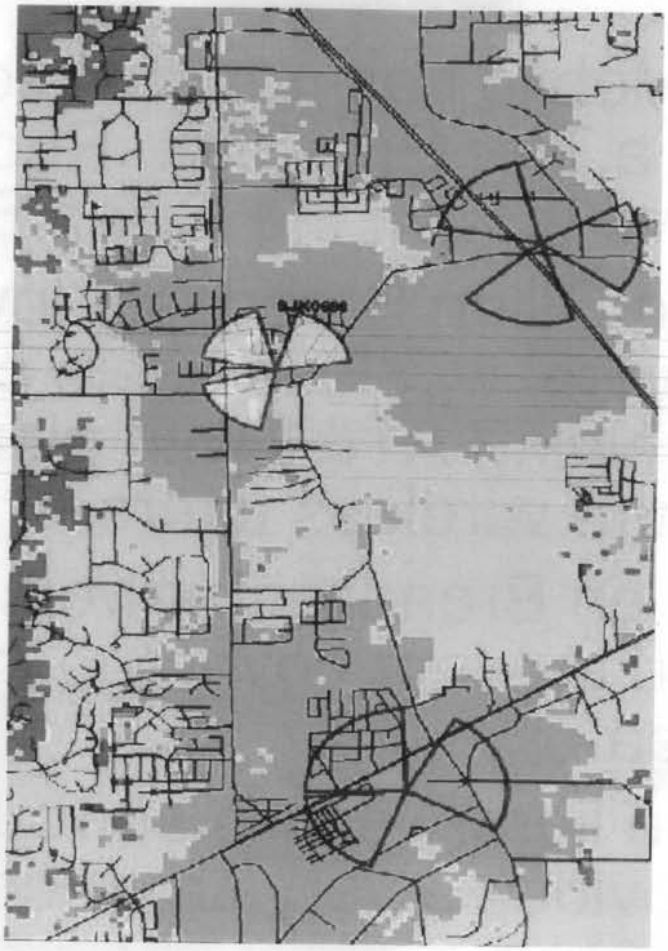
Future Coverage Comparison- T-Mobile and Gillen Site





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Summary…

- T-Mobile has not completed all its due diligence for a Tier One Site. Recommend conducting a drive test on the Gillen Broadcast towers.
- The Gillen Broadcast towers are existing, have several wireless users collocated on the tower including AT&T with plenty of open space for future wireless users.
- Gillen Broadcast towers provide efficient in-door and outdoor coverage for the SW Terrace target area.
- The library site is surrounded by trees and provides a very small coverage footprint.

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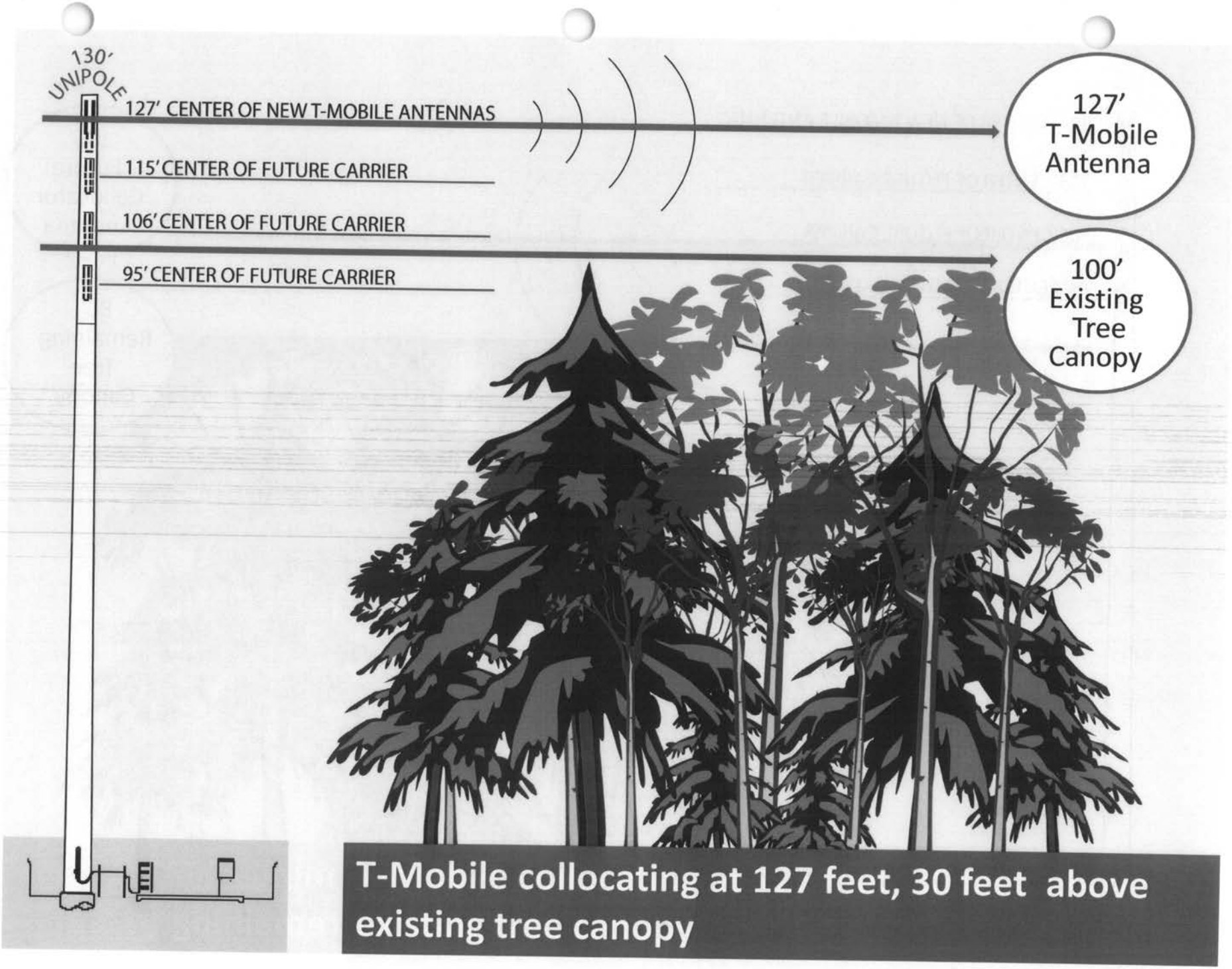
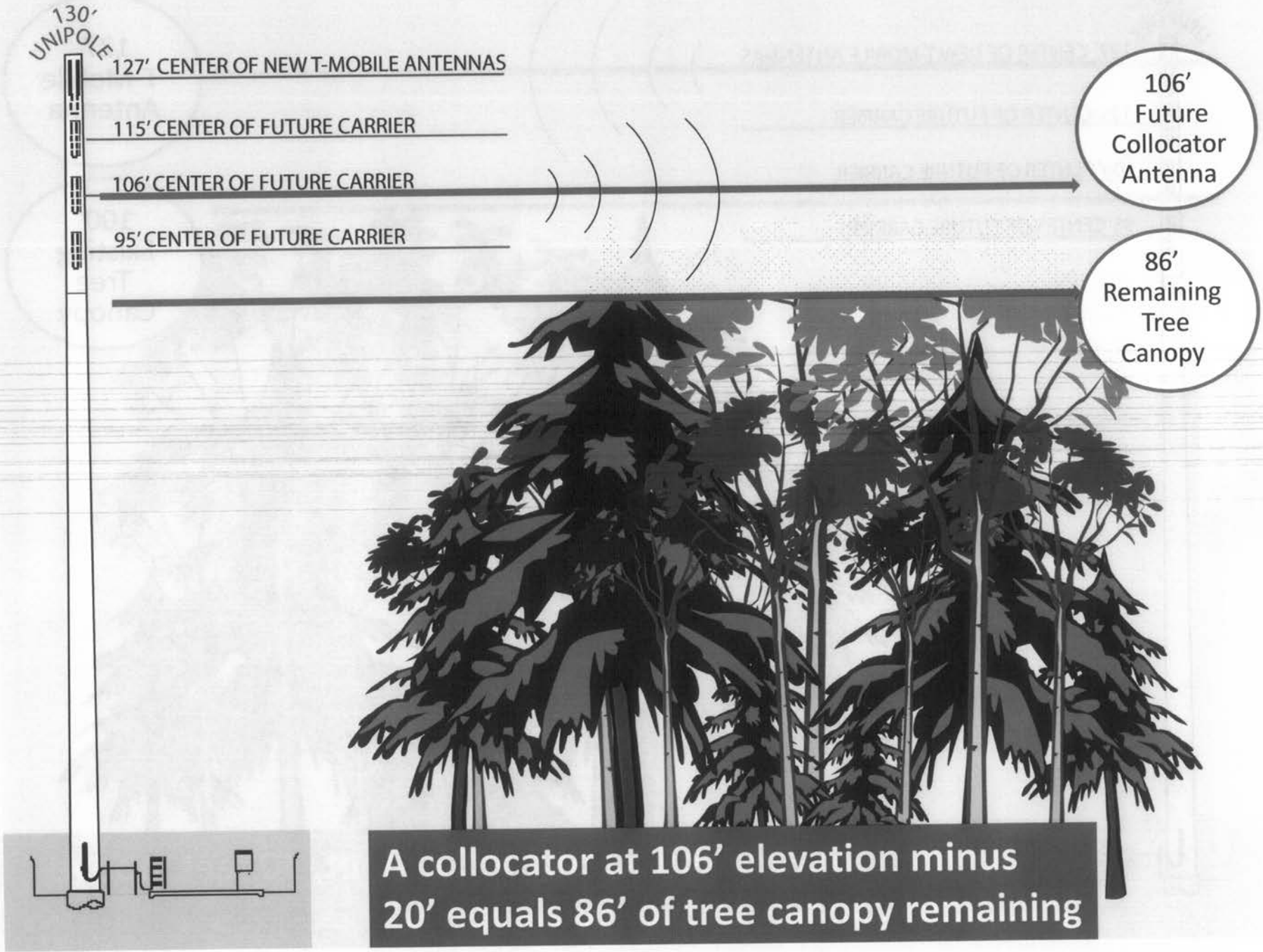
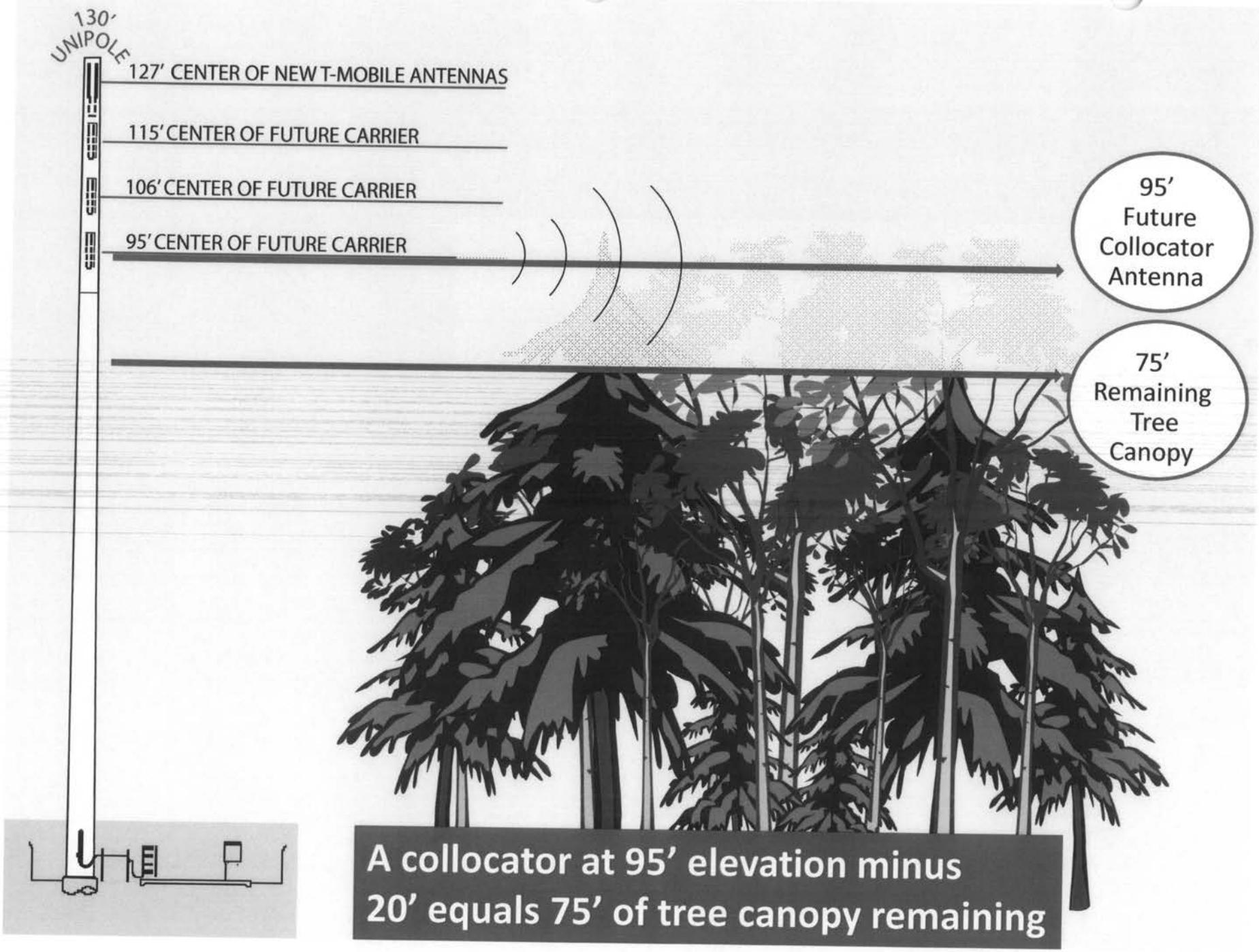
ZOS-05-10

July 12, 2011

SITE
TOWER ROAD
0
275
550
Feet
N
ZOS-05-10
Aerial Map
T-Mobile South, LLC


130'
UNIPOLE
127' CENTER OF NEW T-MOBILE ANTENNAS
115' CENTER OF FUTURE CARRIER
106' CENTER OF FUTURE CARRIER
95' CENTER OF FUTURE CARRIER
127' T-Mobile Antenna
100' Existing Tree Canopy
T-Mobile collocating at 127 feet, 30 feet above existing tree canopy


130'
UNIPOLE
127' CENTER OF NEW T-MOBILE ANTENNAS
115' CENTER OF FUTURE CARRIER
106' CENTER OF FUTURE CARRIER
95' CENTER OF FUTURE CARRIER
106' Future Collocator Antenna
86' Remaining Tree Canopy
A collocator at 106' elevation minus 20' equals 86' of tree canopy remaining


130'
UNIPOLE
127' CENTER OF NEW T-MOBILE ANTENNAS
115' CENTER OF FUTURE CARRIER
106' CENTER OF FUTURE CARRIER
95' CENTER OF FUTURE CARRIER
95' Future Collocator Antenna
75' Remaining Tree Canopy
A collocator at 95' elevation minus 20' equals 75' of tree canopy remaining

2820 NW 10th Place
Gainesville, FL 32605

(352) 339-6325
planitus@gmail.com

Laura J. Dedenbach, AICP

Objective Professional résumé

Employment

2005 - present **Plan-it U.S., LLC** **Gainesville, FL**

Managing Member

- Provide consulting services to local governments and private clients, including general planning services, Comprehensive Plan amendments, Land Development Regulations amendments, Evaluation and Appraisal Reports, annexations, and expert witness testimony

2001-2005 **City of Alachua** **Alachua, FL**

Planning and Community Development Director

- Supervised the Office of Planning and Zoning, Office of Code Enforcement and Building Department
- City Planner; Land Development Regulations Administrator; Responsible for making interpretations of Land Development Regulations, Code of Ordinances and Comprehensive Plan
- Responsible for management of Comprehensive Planning, Current Planning, Zoning and Development, and Neighborhood Planning programs
- Prepared Urban Services Reports and Ordinances for voluntary annexations
- Administer Occupational License Tax Program
- Prepared and presented Comprehensive Plan and Land Development Regulations amendments and consistency determinations related to development approvals
- Development of Regional Impact review and monitoring
- Budgeted for Planning and Community Development Department, consultant contracts, and project management
- Prepared and maintained the Capital Improvement Plan
- Staff support to Planning & Zoning Board, Community Redevelopment Agency, Visioning Steering Committee (2002), Comprehensive Plan Advisory Committee, Land Development Regulations Advisory Committee, Economic Development Advisory Committee, City Beautification Board
- Interim Public Services Director, October 2003 through April 2004

1997-2001 **Alachua County** **Gainesville, FL**

Senior Planner (end position)

- Employed in the Growth Management Department, Office of Planning and Development, Comprehensive Planning Division & Development Services Division
- Comprehensive Planning: Responsible for the preparation of Evaluation and Appraisal Reports for several elements of the Alachua County Comprehensive Plan; Preparing staff reports with analysis on development-related Comprehensive Plan amendments; Preparation of Comprehensive Plan amendments for the Capital Improvements Element; Review of proposed annexations.
- Development Services: Responsible for the preparation of staff reports for development applications, including Comprehensive Plan and Land Development Regulations consistency determinations and concurrency analysis; Responsible for drafting revisions to Land Development Regulations and Comprehensive Plan; Development of Regional Impact Coordinator

Education

1992-1999 **University of Florida** **Gainesville, FL**

- **B.A., Political Science**, with an emphasis in State and Local Government

  Minor: Religion, with an emphasis on Church and State

- **Masters of Arts in Urban and Regional Planning**, Planning and the Built Environment and Growth Management Law track

  Master Project: Developing a Crime Prevention Through Environmental Design (CPTED) Ordinance (A how-to manual on researching and developing a CPTED ordinance, including public involvement.)

Professional & Business Certifications

- American Institute of Certified Planners, 2001 to present, No. 016819
- Certified Minority Business, State of Florida, 2005 to present
- City of Gainesville Small Business Enterprise, 2005 to present
- Alachua County Small Business Enterprise, 2011
- Florida Master Naturalist Program, Coastal Systems, 2011

Affiliations, Memberships, & Professional Involvement

- American Planning Association, 1996 to present
- Florida Chapter of the American Planning Association, 1996 to present
- U.S. Green Building Council
- 1,000 Friends of Florida
- National Association of County & City Health Officials
- Florida Design Out Crime Association
- Member, Florida Bar Grievance Committee A, Eighth Judicial Circuit, 2003 - 2007
- City of Gainesville Energy Advisory Committee, present to 2013
- Alachua County Board of Adjustment, present to 2014

Presentations & Awards

- Pinellas Planning Council EAR-based Amendment Forum, September 12 – 14, 2006

  How to Write Goals. Objectives, and Policies

  Developing a Scope of Work and Timeline

- University of Florida, Dept. of Urban and Regional Planning

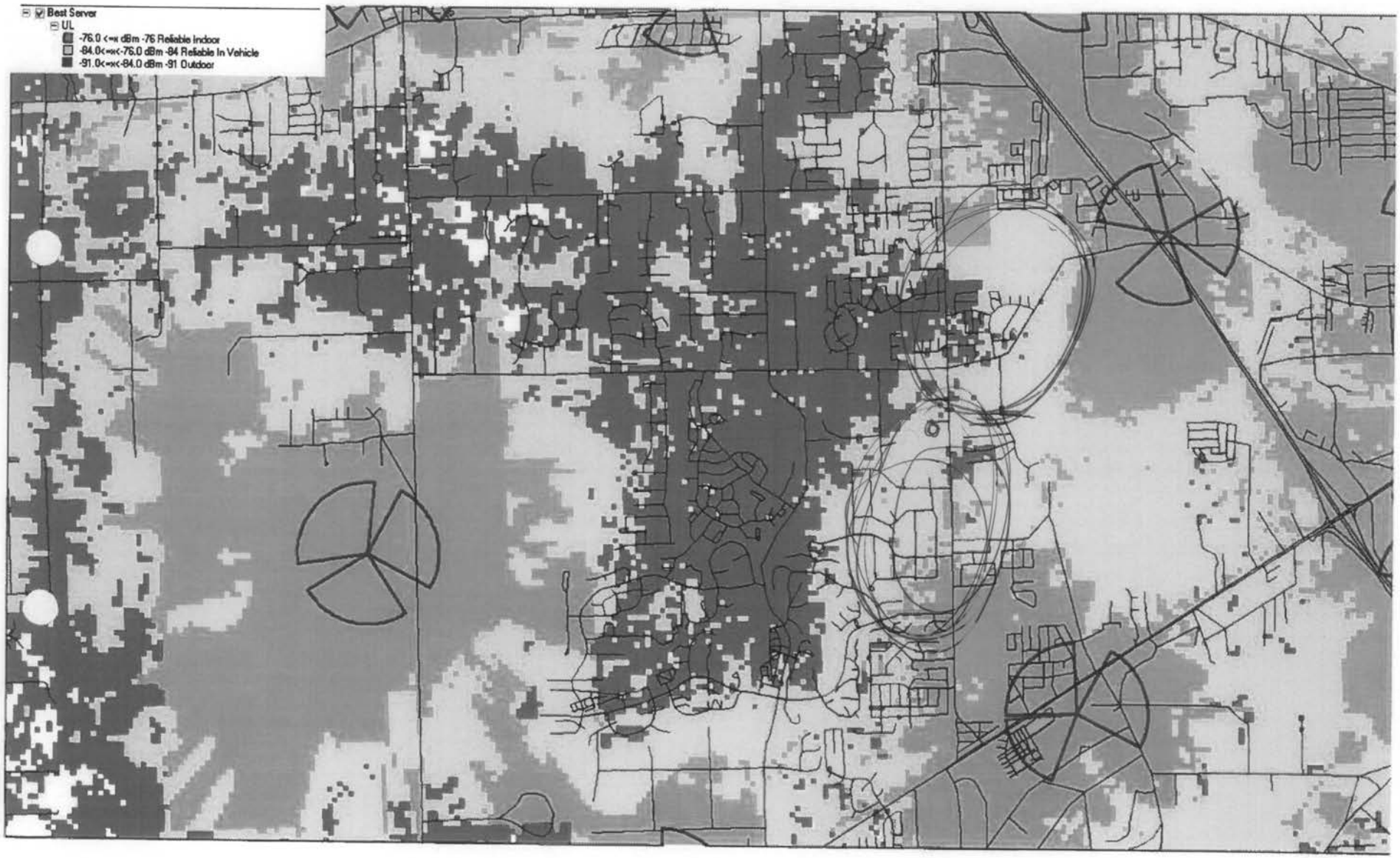
  URP 6920 – 2002 – 2007 – Local Government Planning – Challenges and Opportunities

  URP 6931 – 2008 – Managing Community Redevelopment Areas in Small Cities

  URP 6103 – 2008, 2010 – Development Review for Small Cities

  URP 6061 – 2011 – Administration & Ethics

- Northeast Florida Regional Council Regional Award of Excellence in Planning and Growth Management – Putnam County Comprehensive Plan – January 20, 2011



T-mobile Current Coverage

Committed to bringing you Excellence and a Hazard-Free Environment

OUTDOOR DRIVE TEST SIGNAL DATA AT PROPOSED T-MOBILE TOWER ON TOWER ROAD		
CARRIER	**BARS OF COVERAGE**	**AVERAGE MEASURED SIGNAL STRENGTH**
NEXTEL	4/5	-92 dBm to -100 dBm
Sprint PCS	4/5	-92 dBm to -98 dBm
Verizon	5/6	-85 dBm to -94 dBm
Cingular/AT&T	5/6	-83 dBm to -94 dBm
T-Mobile	3/4	-95 dBm to -100 dBm

BARS OF SERVICE
1-2 poor call quality
3-5 good call quality
6-8 great call quality

SIGNAL STRENGTH IN DBM
-103 dBm or greater possible drop call
-92 dBm to -102 dBm marginal signal quality
-82 dBm to -91 dBm good signal quality
-80 dBm or less great signal quality

NOTE: The bars of service and signal strength values represented above are a random sampling from test test calls made from mobile phones in maintenance mode or test mode and were simply used as one testing element in our evaluation for this area.

Plan-it

"Planning for Healthy Communities"

July 1, 2011

Mr. C. David Coffey, Esq.
5346 S.W. 91st Terrace
Gainesville, FL 32608-4399

RE: Planning Analysis for Special Use Permit ZOS -05-10

Dear Mr. Coffey:

The following planning analysis for ZOS-05-10 was prepared at your request to analyze the special use permit request for consistency with the Comprehensive Plan and Unified Land Development Code (ULDC). This report was prepared for presentation to the Alachua County Board of County Commissioners at the July 12, 2011, public hearing. I have reviewed the Alachua County Comprehensive Plan, portions of the Alachua County ULDC, the applicant's submittal documents, staff's reports, the video of the Planning Commission meeting, and the audio of two Alachua County Library Governing Board meetings. A complete list of documents reviewed is attached to this letter as Exhibit A.

Special Use Permit Request Summary

The subject special use permit (ZOS-05-10) is a request by T-Mobile South LLC to allow a 130' Personal Wireless Service Facility (PWSF) on approximately 10.06 acres located at 3020 SW 75th Street. The property is the location of the Tower Road Library. The special use permit would apply to the entire 10.06-acre site. The Future Land Use Map designation for the property is Institutional. The Zoning designation is Agriculture.

The application is considered a "tier three" – type PWSF[1]. The tower site is an approximately 80' X 80' fenced compound area located on the western edge of the existing library parking lot. The applicant's submittal documents show that the tower equipment compound is planned to accommodate up to four equipment pads – one for T-Mobile and three future carriers. The applicant's tower elevation plan submitted as part of their

[1] Section 404.54(c), ULDC

2820 NW 10th Place
Gainesville, FL 32605
planitus@gmail.com
(352) 339-6325
(352) 372-4867 (F)

application shows that T-Mobile will locate around 127', and future carriers will located at 115', 110', and 90'.

The site plan attached as Exhibit B to Resolution Z-11-09 shows some landscaping provided on either side of the entry gate. The plan also shows that one pine tree will be removed.

The lease agreement is for an initial term of five years, with the ability to extend the lease agreement in increments up to 30 years.

Surrounding Uses

The subject property is located approximately ¼-mile south of the intersection of Tower Road and SW 24th Avenue. The site is surrounded on three sides by single-family residences, and by a church and single-family residences on the north side. All adjacent surrounding properties have a Future Land Use Map designation of Low Density Residential and a zoning designation of Residential Estate.

Within the area bounded by SW 24th Avenue to the north, SW 122nd Street (Parker Road) to the west, Archer Road to the south, and I-75 to the east, there are at least five existing towers. They range in distance to the subject property from 1/3-mile to 3 miles. The towers range in height from 165' to 430'. The tallest of the towers, the Gillen Broadcasting Tower, is the closest to the subject property. Cellular carriers are operating on all five towers.

Special Use Permit Requirements

The subject PWSF is required to meet the general criteria for special use permits. The following excerpts from Article XVIII – Special Use Permit are being used as bases for my determination that the subject PWSF, as conditioned, is not compatible with existing and future land uses and that satisfactory provisions and arrangements have not been made concerning screening and buffering, general compatibility, and the specific ULDC requirements for PWSFs. This discussion follows in the Analysis section below.

Section 402.123 - Action by the board of county commissioners
(c) Development plan approval exemption. Upon approval of a special use permit by the board of county commissioners, the applicant may submit a development plan to the DRC for preliminary and final approval and is exempt from the requirements of article X, section 402.44 requiring preliminary development plan approval by the board of county commissioners for those proposals meeting or exceeding the development thresholds.

Section 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 review factors listed below:

...

(b) The proposed use is compatible with the existing land use pattern and future uses designated by the comprehensive plan;

...

(d) Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

...

(6) Screening and buffering with reference to type, dimensions and character;

...

(9) General compatibility with surrounding properties; and

(10) Any special requirements set forth in this ULDC for the particular use involved.

Section 402.125 - Conditions and safeguards

In granting any special use permit, the board of county commissioners may prescribe appropriate conditions and safeguards in order to protect public health, safety, and welfare, in conformity with this ULDC. Failure to comply with the conditions adopted as part of the special use permit shall constitute a violation punishable by the penalties and remedies outlined in Chapter 409 of this ULDC.

Personal Wireless Services Facilities Requirements

In addition to the general special use permit requirements, the subject PWSF is required to meet the specific requirements for PWSFs. The following excerpts from Article XII – Personal Wireless Services Facilities are being used as bases for my determination that the subject PWSF, as conditioned, does not meet the specific ULDC requirements for PWSFs. This discussion follows in the Analysis section below.

Section 404.51 – Purpose and intent

Personal wireless service facilities may be allowed by special use permit in all districts but C-1. In order to obtain a special use permit, such facilities shall meet the standards for location, siting and design established in this article. The goals are to:

...

(2) Encourage the use of existing structures, including but not limited to, rooftops, utility poles, church steeples and existing towers for deploying PWSFs;

(3) Discourage the construction of new PWSF towers;

...

(5) Encourage users of towers to locate, site and design them in a way that minimizes the adverse visual impact of the towers and associated equipment;

...

(7) To promote compatibility of PWSFs with surrounding land uses, and protect the attractiveness, health, safety, and general welfare of the community.

Section 404.53 – Specification of land use classifications
Personal wireless service facilities shall be a permitted use or a special use permit in all land use designations on the future land use map of the Alachua County Comprehensive Plan and pursuant to this policies of the Alachua County Comprehensive Plan, provided that such PWSFs comply with the standards of this article and the permits under which PWSFs are regulated.

Section 404.54 – Tiered permit process and standards
All PWSF applications shall be processed according to the following tiers:

(a) Tier one. Tier one applications are subject to local building permits and any existing permits, including special use permits, or agreements for the property or existing structure. ...

...
(2) Co-locations on existing towers. Antennas co-located with an existing PWSF of a design and configuration consistent with all applicable regulations or conditions, if any, applied to the initial antenna array placed on the PWSF tower. ...

...
(c) Tier three. Those applications not consistent with tier one or tier two standards shall be reviewed as special use permits, as found in chapter 402, article XVII, special use permits. Tier three reviews are subject to the following review criteria:

(1) Location

a. The proposed PWSF shall be located in an area where adverse visual impact on the community is minimized, as demonstrated by the visual impact analysis report described in section 404.56(c).

...
(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 and silhouette necessary to provide the applicant's 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 design.

(d) Development standards for tier two and tier three. All applications for tier two or tier three shall comply with the following standards:

...

(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 ten 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 ten feet in height and the shrubs shall be at least two feet in height at the time of planting.*

...

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 retained to reduce the adverse visual impact of the facility on surrounding residences.*

Analysis

1. Discouraging the Construction of New PWSFs

One of the primary purposes and intents of the PWSF regulations is the discouragement of new PWSF towers[2] and encourage the use of existing structures, including but not limited to, existing towers to deploy new PWSFs. There are at least five towers in the area of the subject property, and one of those towers (the Gillen Broadcasting Tower) is 1/3-mile away. The Gillen Tower is also the tallest of the five towers. The Gillen Tower also has space available for additional co-locations.

Without investigation of the potential feasibility of these towers, it is premature to approve a new tower in an area where infrastructure exists to serve demand.

2. Compatibility and Minimizing Adverse Visual Impacts

In general, special use permit applications are subject to a compatibility test.[3] For PWSFs, that test is more specifically discussed in terms of adverse visual impact.[4]

---

[2] Section 404.51(2) and (3), ULDC

[3] Section 402.124(b), ULDC

Compatibility is defined as "a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."[5] The important consideration of the definition of compatibility is that the condition of compatibility is not just a test of today, but one of the longterm. Some uses cannot be made compatible regardless of employed design or locational techniques. For example, the lease agreement for the subject property has a timeframe of 30 years. However, in certain instances compatiblity may be achieved with increased screening and/or buffering the proposed use from existing or future uses or the retention of existing site vegetation.

Special use permit applications must make satisfactory provisions and arrangements screening and buffering, compatibility with surrounding properties, and any special ULDC requirements for the particular use.[6] Since a PWSF is being considered, the application must also meet the requirements of Article XII, ULDC. This analysis focuses specifically on the requirements related to minimizing adverse visual impacts and required landscaping buffers.

The applicant is required to demonstrate that the proposed PWSF is located in an area and designed in such a manner so as to minimize adverse visual impacts on the community.[7] A photo-simulation was prepared for the purposes of assessing the extent of the visual impact of the tower. The tower is visible from three locations – one on Tower Road (photosim #4) and two on SW 26th Place (photosims #9 and #10). The visual impact of the tower is moderated by the existing tree canopy both on the subject property and on surrounding properties.

Because of the existing tree canopy on and off site, the applicant is not proposing any landscaping beyond the portion of the compound adjacent to the library's parking lot. Landscaping and buffering are not conditions of the proposed special use permit, but the existing on-site and off-site tree coverage forms the foundation of six of the eight bases of approval.

Based on the definition of compatibility, it is inappropriate to determine that the PWSF is compatible with the surrounding properties, or even the library, based on an existing site characteristic that has no requirement to be retained. The surrounding properties are not part of developments that have pre-conditioned buffer or tree retention requirements. Therefore, it is not appropriate to even consider the trees on surrounding private, nonconservation properties, because there is no requirement for the property owners to retain their trees unless determined to be regulated trees.[8]

---

[4] Section 404.54(1)(c)(a) and (2), ULDC

[5] Until recently this definition resided in Chapter 9J-5.003, F.A.C, and is the accepted definition of compatibility for planning purposes in the State of Florida. This definition has been moved to Section 163, F.S. with HB 7207. Alachua County has no adopted definition of compatibility in its ULDC.

[6] Section 402.124(d)(6), (9), and (10), ULDC

[7] Section 404.54(1)(c)(a) and (2), ULDC

[8] Section 406.11 and 406.12, ULDC

The Code authorizes the retention of natural vegetative buffers on the subject property to reduce the adverse visual impacts of the PWSF.[9] However, the proposed special use permit contains no conditions for the retention of natural vegetative buffers.

Discussions at the Planning Commission public hearing suggested that the applicant would propose an alternative landscape or tree planting plan at its development plan submittal to DRC. However, it does not appear that staff has the ability to vary from the landscaping requirements. Instead, "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."[10] The photosimulations show that the tower will be visible from adjacent lots and rights-of-way. No photosimulations have been prepared to demonstrate whether the tower equipment compound will be visible from existing properties or rights-of-way. The tower equipment compound might not be visible today from any locations except the library parking lot; however, if trees are removed for the future development of the library property there is no guarantee that the tower equipment compound will not be visible from surrounding properties and rights-of-way.

Discussions at the Alachua County Library Governing Board meeting[11] and the Planning Commission public hearing demonstrate that there are intentions to lease or develop the remainder of the library property within the near future. Future development of the property will result in the removal of all or a portion of the trees that are being relied upon to both determine compatiblity and minimize adverse visual impacts.

Additionally, the applicant has submitted information that there is space on the tower and in the equipment compound for three additional carriers. Those co-locations are shown to occur at 115', 110', and 90'. According to the County's RF review information, antennas should be located approximately 20' over the tree canopy.[12] The results of the applicant's tree height survey shows that the trees in the area range from 80' to 100' in height.[13] Therefore, one can conclude that a co-location at the 90' height would necessitate a reduction in the surrounding tree canopy to around 70'. Co-locations on existing towers are required to comply with the restrictions and conditions applied to the initial antenna application, which is the subject of this special use permit request.[14] Since the proposed special use permit does not contain a condition to retain the height of the surrounding tree canopy, co-locations would be able to remove or reduce the height of surrounding trees.

Conclusions

The applicant has not demonstrated that the five existing towers in the area are infeasible or unavailable. Therefore, the application does not meet the test of the ordinance's intent

[9] Section 404.54(d)(5)d, ULDC

[10] Section 404.54(d)(5)(c), ULDC

[11] May 13, 2010 meeting discussion

[12] Letter from Mr. Art K. Peters, PE to Ms. M. Daniels, Senior Planner; November 2, 2010.

[13] ZOS-05-10 Staff Report; June 13, 2011

[14] Section 404.54(a)(2), ULDC

to discourage the construction of existing towers in favor of using existing, available infrastructure.

The proposed special use permit, as currently conditioned, is not consistent with the requirements of achieving compatibility and minimizing adverse visual impacts. A determination of compatibility and minimal visual impacts of the tower and the tower equipment compound cannot be made based upon the existance of tree canopy on the subject property and on surrounding properties, without ensuring that the tree canopy will remain over the life of the special use permit. Since the surrounding properties are not required to retain their tree canopy, and retention of those trees cannot be the subject of this proposed special use permit, special attention should be paid to the retention of the tree canopy on the subject property.

It is not appropriate to defer discussions and conditions of landscaping, buffering, and tree retention to the DRC process, especially because the preliminary development plan is exempt from the requirement to be presented to the Board of County Commissioners for approval.[15]

The proposed special use permit should be conditioned to require the retention of the trees and the tree height on the subject property. A recommended condition is offered as follows:

4. ***No trees on the subject property shall be removed or reduced in height for the duration of the special use permit. Should trees be removed from the property due to damage or disease, they shall be replaced with the same or similar tree species and shall be at least ten feet in height at the time of planting.***

Sincerely,

Laura J. Dedenbach AICP

Exhibit A: Documents and Meetings List

[15] Section 402.123(c), ULDC

Exhibit A
Documents and Meetings List

Documents

1) T-Mobile South LLC: Application for Special Use Permit – application and 18 supporting documents submitted on September 27, 2010 by Mary Soty Solik.

2) Staff's Report for Planning Commission Public Hearing, May 18, 2011.

3) Staff's PowerPoint Presentation for Planning Commission Public Hearing, May 18, 2011.

4) T-Mobile Preliminary Construction Drawings – Site Plan, dated May XX, 2011

5) Balloon Test / Photo Simulation prepared by Technical Associates

6) Future Land Use Map of subject property and surrounding properties

7) Zoning Map of subject property and surrounding properties

8) Alachua County Comprehensive Plan – Future Land Use Element

9) Alachua County Unified Land Development Code – Chapter 404, Article XII; Chapter 402, Article XVIII; Chapter 403, Article II; Chapter 404, Article III; Chapter 407, Article I; Chapter 407, Article IV.

10) Alachua County Library District Governing Board Agenda, December 11, 2008.

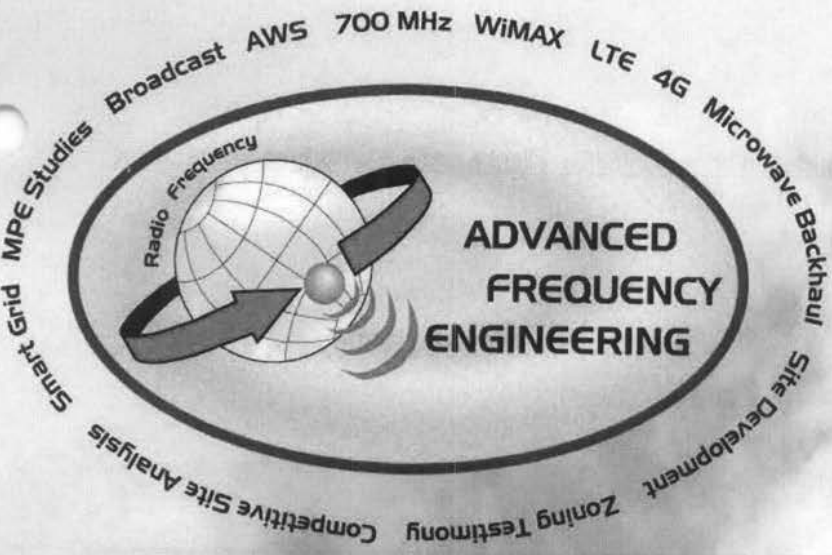
11) Alachua County Library District Governing Board Agenda, May 13, 2010.

Meeting Video / Audio

1) Alachua County Planning Commission – online video of May 18, 2011 public hearing on ZOS-05-10

2) Alachua County Library District Governing Board Meeting – audio recording of December 11, 2008, meeting where lease agreement with T-Mobile was discussed and approved.

3) Alachua County Library District Governing Board Meeting – audio recording of May 13, 2010, meeting where an update of the T-Mobile application was discussed and where potentially moving the Children Development Services Head Start program from Wiles Elementary to the Tower Library site on portion of site with T-Mobile tower.



T-Mobile Proposed Tower Site Analysis
Site# 9JK0698-B "SW Terrace"
3020 SW 75th Street Gainesville, FL 32607

New Ground Build
130 Foot Unipole

Prepared & Presented by:
Advanced Frequency Engineering

July 7, 2011

Advanced Frequency Engineering (AFE)
(813) 495-0038 www.rfawareness.com
13194 U.S. Highway 301 South, Suite 314 / Riverview, FL 33578

LIMITED WARRANTY

AFE warrants that this site survey and analysis were prepared using the methods that are referenced and described within this report. Information on the existing tower sites and users was provided to AFE from multiple sources. AFE disclaims all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.

AFE's entire liability and your exclusive remedy shall be return of the price paid to AFE for the site survey and analysis.

In no event will AFE be liable to you for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of your use or inability to use the analysis. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

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ENGINEERING REPORT AND INTRODUCTION

My name is Dana A. Dulabone and I am an independent RF (radio frequency) consulting engineer. I am the CEO of Advanced Frequency Engineering, a RF engineering consultant company. I have been retained by Gillen Broadcasting to review and provide independent third-party testimony on the application of T-Mobile USA, to construct a proposed 130 foot Unipole tower site located at 3020 SW 75th Street (Tower Road) Gainesville, FL 32607, site #9JK0698.

I am a Principle Wireless Radio Frequency (RF) Engineer with over 30 years of experience in wireless telecommunications. I have designed over 300 wireless tower sites in the State of Florida and over 1,700 tower sites in 12 other states. I was the senior RF engineer in charge of designing the Sprint PCS network for ten counties in Central and SW Florida including Hillsborough, Pinellas, Manatee and Sarasota. I was the senior RF engineer in charge of designing the Albuquerque, NM and El Paso, TX GSM networks for VoiceStream (T-Mobile). I am considered an expert in wireless communications for the State of Florida. I am an active member of IEEE and the Radio Club of America. I have provided a copy of my professional experience beginning on page 31.

BACKGROUND

This report consists of the analysis of the technical parameters and system design for this application. Specifically, I critically reviewed the accuracy of the proposed RF system design, validated the need for the new tower at each proposed location, the proposed height and, other physical aspects of the proposed construction of this tower.

I reviewed the Alachua County Office of Planning and Development Staff Report Application Number: ZOS-05-10. In an exhibit in this report, Mr. Arthur K. Peters, RF consultant to Alachua County, provided a technical analysis letter to the Department of Growth Management, dated October 18, 2010. In his letter, he said that the Gillen tower…*"appears to be capable of providing similar coverage to that in the application"*. He also suggested that T-Mobile provide a technical exhibit as to why they could not locate on the Gillen Broadcast tower. In another letter dated November 2, 2010, Mr. Peters provided an Excel data chart showing path loss data at different antenna heights, at different distances from the proposed tower at the library. He said in part, "*However, the 2.4 dB value at 90 feet will provide imperceptible changes and this would be my recommended tower height*".

T-Mobile has indicated in their application that they have a need to improve coverage in the area by constructing a new tower site at the Tower Branch Library on Tower Road. To support their application, T-Mobile has provided existing and proposed "best server" uplink plots for the library location and the existing towers at Gillen Broadcasting at antenna mounting heights of 130 feet and 180 feet above ground level (AGL) respectively. Additionally, T-Mobile provided technical data on the locations and equipment parameters for other existing T-Mobile sites that would compliment coverage in the targeted area. At the planning commission hearing on May 18, 2011, T-Mobile also stated that the existing towers owned by Gillen Broadcasting will not solve their coverage issue and that they need to construct a new 130 foot tower behind the library on Tower Road.

During testimony at the planning commission, T-Mobile provided several basic RF coverage plots. The best server legend for each plot indicates an uplink signal of greater than or equal to -76 dBm or better for reliable indoor coverage, -84 dBm for reliable in vehicle coverage, and -91 dBm for reliable outdoor coverage. There is no description or other documentation provided that shows how these predicted uplink plots were prepared. This included the propagation model used, link budget, signal attenuation, clutter and terrain values.

To determine the accuracy of these plots I used a high-end RF propagation modeling program called EDX Signal Pro. For technical parameters and RF system design parameters I extracted information from T-Mobile USA's UMTS RF Planning and Design Guidelines, Document Version 3.7 and T-Mobile USA's UMTS RF Design Using Asset3g. These are two of the reference documents T-Mobile uses for RF system design. Using this information I validated each plot or made notes on differences between the results I received compared to those provided by T-Mobile and have included them in this report.

It is important to note that there are many different parameters that vary from site to site for both the uplink and downlink. There are traffic assumptions, coverage thresholds, data speed and throughput, 31 different types of clutter (trees and buildings) and many types of terrain and morphologies. These parameters are all used in the "link budget" for the proposed site. In simple terms a link budget is the accounting of all of the gains and losses from the transmitter, through the medium (free space, cable, waveguide, fiber, etc.) to the receiver or mobile device.

When designing a new site, the RF engineer runs many different scenarios and plots before coming up with a solution that meets all or most of the RF design guidelines. It is not just a simple matter of placing a dot on a map. Some sites take hundreds of hours to develop. For the purposes of this analysis I have attempted to use as many of the parameters I could from the two T-Mobile engineering documents and imported those into EDX Signal Pro for an independent third-party analysis.

Multiple on-site visits were made taking signal measurements, surrounding tower sites were surveyed, drive test signal data was collected and FAA and FCC databases were examined. From these databases I mapped all the existing tower sites. This combined map is shown on page 11.

I thoroughly reviewed the County zoning requirements for Tier Three Personal Wireless Facilities, Alachua County Unified Land Development Code, Chapter 404, Article 12.

I also participated in a balloon test sponsored by T-Mobile to see what, if any, aesthetic impacts there would be by building this tower at the library at the 130 foot height.

SITE ANALYSIS

For this analysis, I evaluated two prospective locations: 1) The Tower Road Library and 2) the existing Gillen Broadcast Towers. I also reviewed other technical data pertinent to this report.

First, I examined the two Gillen Broadcast towers located next to each other. These two towers are located approximately 2,800 feet from the proposed library site location requested by T-Mobile. These are heavy duty broadcast towers that already have many wireless users collocated on the tower. This includes Tier 1 wireless carriers such as AT&T. The taller tower is 500 feet AGL and the slightly shorter tower is 430 feet AGL. Both towers have many open spaces available for T-Mobile to collocate its antennas. There are no issues with tower loading, the towers have been properly maintained, and are in good operating condition. There is plenty of ground space available for installation of T-Mobile's equipment.

Using EDX Signal Pro, many different scenarios were run using different antenna mounting heights, antenna azimuths, antenna gains, and downtilt in the 1900 MHz frequency block assigned to them. The objective was to determine if the Gillen site would be able to provide the needed reliability and signal strength for coverage around Tower Road and the library area.

For the analysis I used the proposed T-Mobile antenna, Andrew model number TMBXX-6517-R2M. This is a Dualpol Quad Panel antenna that works in the 1710-2155 MHz range. This is one of the recommended antennas shown in the T-Mobile design guidelines document. See page 30.

T-Mobile has shown all their engineering to be in the 1900 MHz range but have not indicated if they plan to also broadcast on their Advanced Wireless Spectrum (AWS) in the 1710-1755, 2310-2155 MHz Spectrum. T-Mobile should disclose to the commission what their future plans are to use this additional spectrum. Broadcasting on two different frequency bands increases the amount of RF coming from the tower and should require an OET-65 RF Emissions study to insure they are in compliance with all FCC and OSHA rules and regulations.

One other significant design concern is the height and density of the trees in and around this area. There are single family homes, condominiums, apartments, and some retail business stores. There are some heavily traveled roads in this area meaning that capacity and Quality of Service (QoS) must also be considered, not just coverage. This area is classified as a suburban/urban morphology. During preliminary system design, the RF engineer must use additional design attenuation parameters to compensate for the height and thickness of the trees (anywhere from 50 to 100 feet tall). The signal attenuation can be anywhere from 15 to 20 dB depending on the type of construction of a building or other obstacle that reduces line-of-sight. In some areas, line-of-site distances for this area are less than 200 feet.

Next, I examined the proposed T-Mobile tower site location at the library on Tower Road. This location is heavily treed anywhere from 80 to 90 feet with some trees in the area exceeding 100 feet. I am aware that T-Mobile conducted a special tree survey to validate this. Due to the dense tree environment, this location would not be desirable for an RF engineer to design a new tower. With the excessive non-line-of-sight issues, it is very difficult to design an effective site that will achieve a reliable balanced path from the user to the tower. Even trying to place antennas at a higher height at this location is not effective because of the excessive signal absorption of the trees. Just trying to reach the deficient coverage area would require several degrees of antenna downtilt. When downtilting an antenna, the signal pattern and the coverage area changes. When downtilting more than seven degrees the horizontal lobes start to distort causing the signal to become unstable. I have included a short explanation of how trees affect RF Propagation on page 18.

To further elaborate, I will use the results of the balloon tests performed by T-Mobile. While the purpose of these tests was to show that the tower was not obtrusive and could hardly be seen in 95% of the areas tested, it also shows that a simple low-power mobile device would have a difficult time communicating with the tower site. There is no line-of-sight in most locations and the signal absorption could cause unreliable or unpredictable service.

EDX Signal Pro was used to try and see if there was any kind of scenario that would achieve the level of service that T-Mobile needs for this area. Many different scenarios were run using different antenna mounting heights from 80 to 130 feet AGL, antenna azimuths, antenna gains and downtilt in the 1900 MHz frequency block assigned to them. Again I used the proposed T-Mobile antenna, Andrew model number TMBXX-6517-R2M. See page 30.

ADDITIONAL ANALYSIS DATA

I collected signal data for each wireless carrier in this area using standard mobile phones placed into "test mode" and driving in and out of the area. I placed a call and observed what the signal strength was coming from the nearest tower site. The signal data shows scattered coverage gaps and weak signals in this area that would not be enough to penetrate indoors as T-Mobile has indicated. This is caused by the dense trees and no existing T-Mobile sites or dedicated "servers" in the area.

I concur with the path loss data Mr. Peters provided in his analysis. I also agree with Mr. Peters that T-Mobile should provide a detailed technical exhibit sufficient to show why the Gillen Broadcast tower sites will not povide adequate signal coverage.

I compared the current coverage plots to the T-Mobile website coverage map on the internet that shows the different levels of coverage for a given location. The coverage provided for the website is provided by the RF engineering department and gives a general idea of what the coverage should be when using a mobile device. I have included a snapshot of the library area on page 16.

In the final part of my analysis I did an overlap comparison of the five different coverage maps provided by T-Mobile at the planning commission meeting. As an example, I took the T-Mobile current coverage with proposed 130' facility and "overlaid" it on the current coverage with the proposed 180' Gillen facility. These overlays are on pages 28 and 29.

FINDINGS

After reviewing all the technical documentation, RF plots, on-site survey results and drive testing data, it is my professional opinion that the Gillen Broadcast Tower site would be able to provide reliable coverage in the area T-Mobile has identified as needing improvement for service and negate the need to build a new tower.

However, this would require an antenna mounting height of 180-210 feet AGL on the Gillen Broadcast tower, a 17 dB gain antenna with roughly a 180-190 degree antenna azimuth. It also requires retuning and optimization of T-Mobile sites 9JK0177I and 9JK0249A. Retuning of sites is a common practice required anytime a new site is added to an existing wireless network. The current and future coverage plots provided by T-Mobile do not show any changes to any of their sites with the addition of the new tower.

The Gillen towers are not completely surrounded by tall dense trees and offer some line-of-site to the targeted area. In fact, I could see the broadcast towers standing in front of the library on Tower Road.

The proposed library site is surrounded by trees and my analysis concludes that the coverage efficiency of this site would be minimal at best. My RF information indicates tree signal attenuation would be about 15 to 20 dB. This means that the site would have a very small coverage footprint and minimal reliable indoor coverage for their customers.

Using EDX Signal Pro, I ran studies that provided information on predicted RF scenarios. Some of the studies ran for both locations were: Path loss, field strength at remote, received power at remote, strongest server, received power at base from remote, percent service reliability.

I compared the best server plots provided by T-Mobile to see why they believed the Gillen towers would not solve their coverage objectives. Putting them side-by-side and with a critical eye I attempted to see what areas would be covered at each location. If you look on page 29 you can see that the southern-most antenna azimuth (beta) used by T-Mobile for the Gillen tower is not correct and therefore suggests a coverage deficiency in the area of interest. It may have just been an oversight by T-Mobile to use the wrong azimuth. Changing the beta or southern antenna azimuth to 180-190 degrees, changes results in the coverage for the two tower site locations where they almost have the same levels of coverage. In fact the coverage plots show improved coverage to the north and west using the Gillen tower site.

T-Mobile's plots show very small differences in coverage for the two locations. Again if a different azimuth is applied to the Gillen tower site that is the same or close to the azimuth for the library site you will see that this site will satisfy their coverage objectives. This is further demonstarted as there are several existing wireless carriers collocated on the Gillen towers providing reliable signal coverage and service in this area. In fact, if you look at the coverage map on the internet provided by T-Mobile, you will see that they claim to have good to moderate coverage now. These coverage maps are taken from actual RF propagation data and are a good indicator of what the coverage is for a given area.

SUMMARY

The technical analysis shows T-Mobile would improve coverage in this area, either by collocating on one of the existing Gillen Broadcast towers as first choice or building a new tower at the Tower Road Library as a second choice.

It is my professional opinion that the Gillen tower site, with the proper antenna height and azimuth will satisfy the coverage and signal penetration objectives T-Mobile is seeking. This requires "retuning" several sites that are "neighbors" to the Gillen tower site to optimize the network and orienting the south or "beta" sector antenna on the Gillen tower to 180 to 190 degrees azimuth or pointed directly towards the target area.

The RF analysis shows existing infrastructure would allow T-Mobile to provide reliable signal penetration and coverage in the area of concern through collocation on one of the Gillen Broadcast towers eliminating the need to build a new tower.

Due to the height, density, and type of the trees, the 130 foot tall tower proposed by T-Mobile, would not be a desirable site for other wireless carriers to want to collocate due to the signal attenuation and limited coverage they would achieve. Any additional wireless carriers would need to add height to the tower to meet their coverage objectives. Collocating antennas on the tower below the 130 foot height level would result in the antenna signal broadcasting into the trees and not allow a balanced path.

The two existing Gillen Broadcast towers have open tower space at the design height for T-Mobile to collocate their antennas with no issues. The towers are in good repair and there is plenty of ground space for T-Mobile to install their equipment.

Several wireless carriers including AT&T Wireless are already collocated on the Gillen tower site. If the proposed merger with T-Mobile and AT&T is approved, I beleive AT&T would not need this tower as it already has adequate coverage and capacity in this area.

Please feel free to contact me anytime if you need further information or clarification on anything presented in this report.

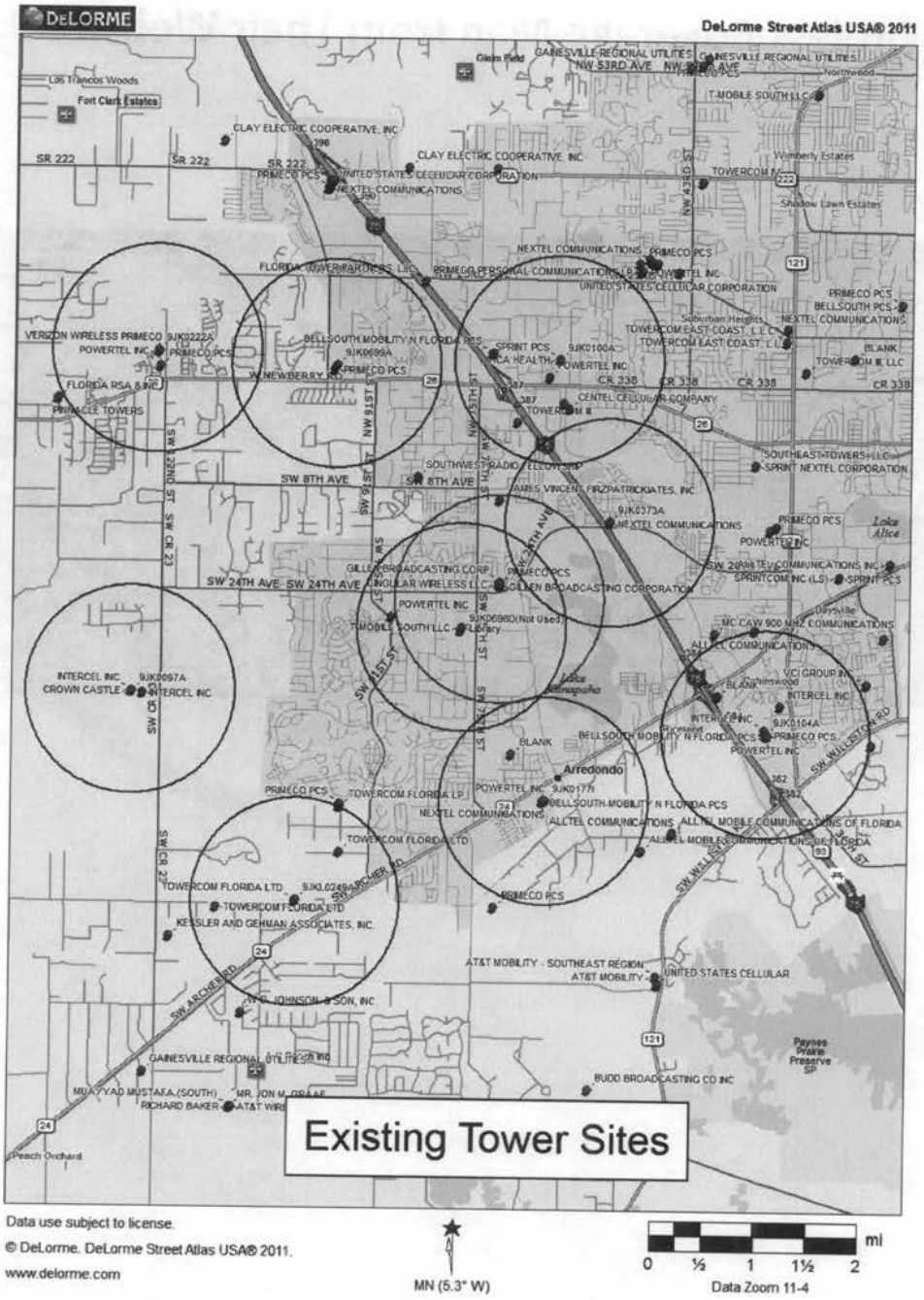
Thank you for taking the time to read this report.

Respectfully Submitted,

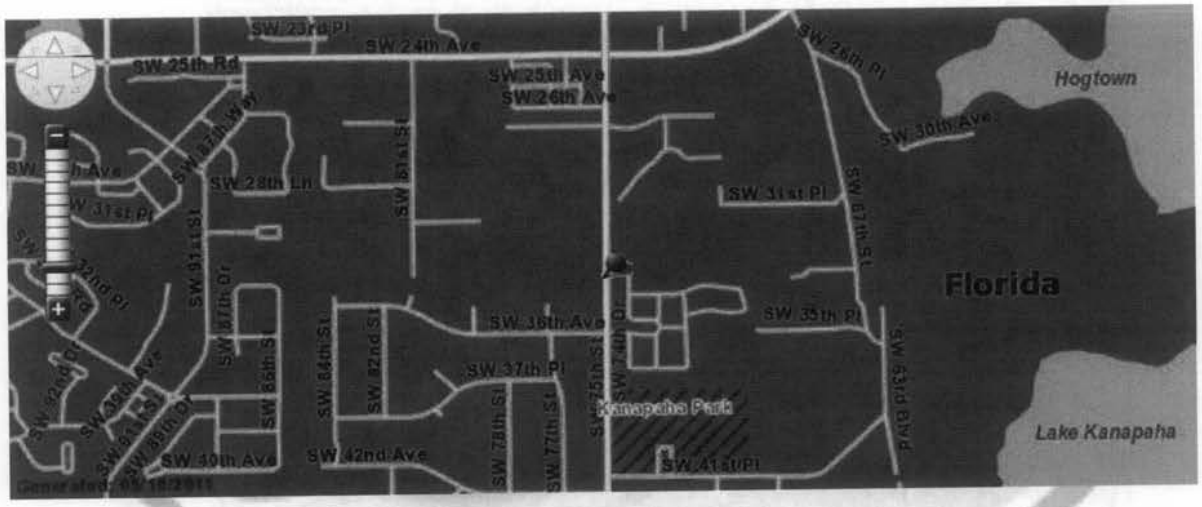
Dana A. Dulabone

RF Engineering Design Factors to Consider When Collocating on a Tower Or Comparing Two Towers in Close Proximity to Each Other

1. What is the purpose of this site? Coverage, capacity, call quality, better signal penetration inside structures such as homes and concrete/steel buildings, outside car coverage or all the above?
2. Is my proposed antenna mounting height available?
3. Which is closer to my search ring center if a planned/budgeted site?
4. How does this site fit with any planned existing/future sites?
5. Is this a budgeted site or a site that will need to go through the budget process?
6. When is the site needed? Now, six months, a year?
7. What is the difference in elevation?
8. Which tower has the least overlapping coverage but does not create holes in coverage?
9. Which tower offers me the most added coverage/call quality from current coverage?
10. Which site is closer to present or future residential/commercial developments?
11. Which tower offers the best monthly lease rent?
12. What is the expected cell coverage distance of each tower?
13. Is there anything present or known future object that could block signal?
14. Are there any hazards to air navigation?
15. Is there a chance of possible interference from other sources other than other carriers co-locating on tower?
16. What is the present and future zoning use for each tower?


DeLORME
DeLorme Street Atlas USA® 2011
Existing Tower Sites
Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2011.
www.delorme.com
MN (5.3° W)
0 ½ 1 1½ 2 mi
Data Zoom 11-4

Verizon Wireless Coverage Map from Their Website



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Voice Coverage - Sprint Devices

Voice coverage:

Best

Make and receive calls outdoors, in a car, and in many buildings, at optimal performance levels

Good

Make and receive calls outdoors, in a car, and in some buildings with confidence

Fair

Make and receive calls outdoors, but signal may be lost in a car and in buildings

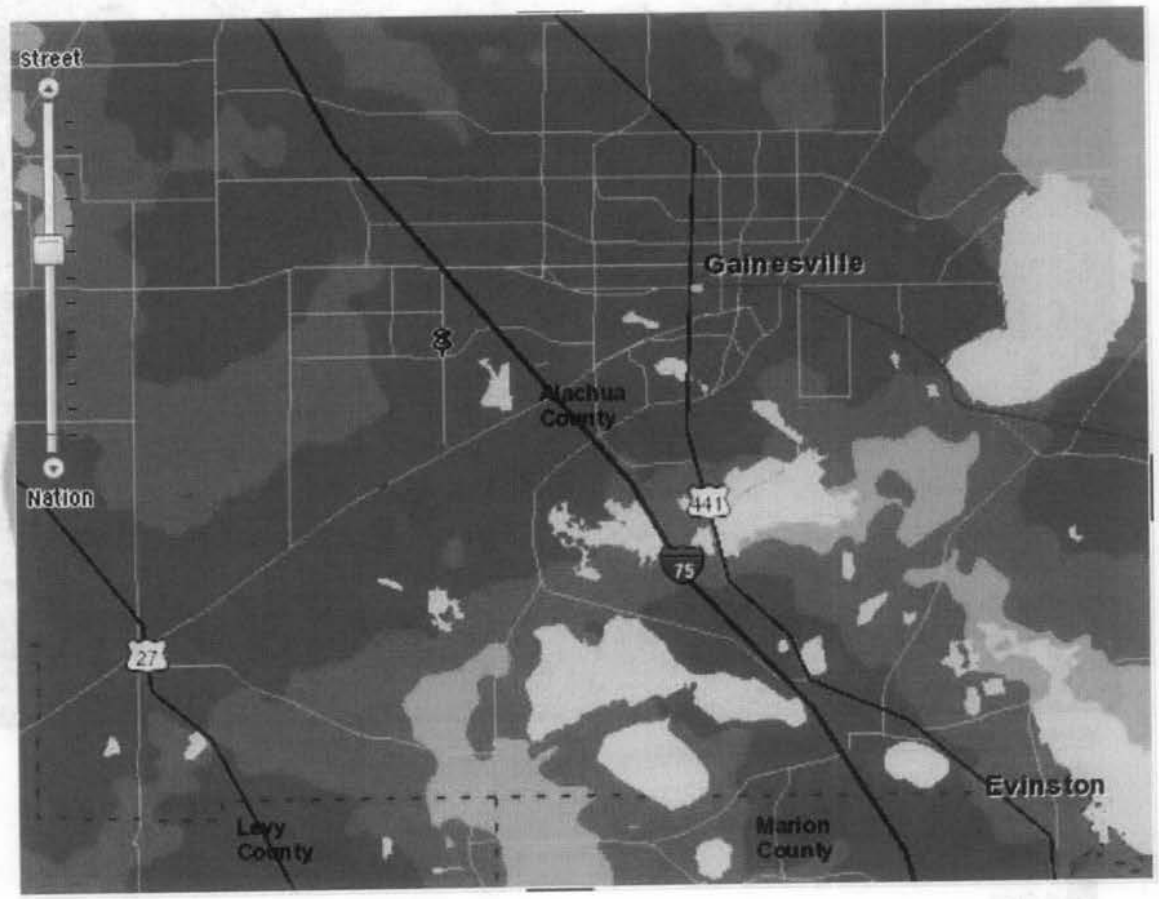
Sprint coverage - signal strength varies

Roaming

Limited access to make and receive calls.

No Coverage

AT&T Wireless Coverage from Their Website



Voice Coverage Legend

- Best
- Good
- Moderate
- Requires 3G Capable Handset
- Partner
- No Service Available

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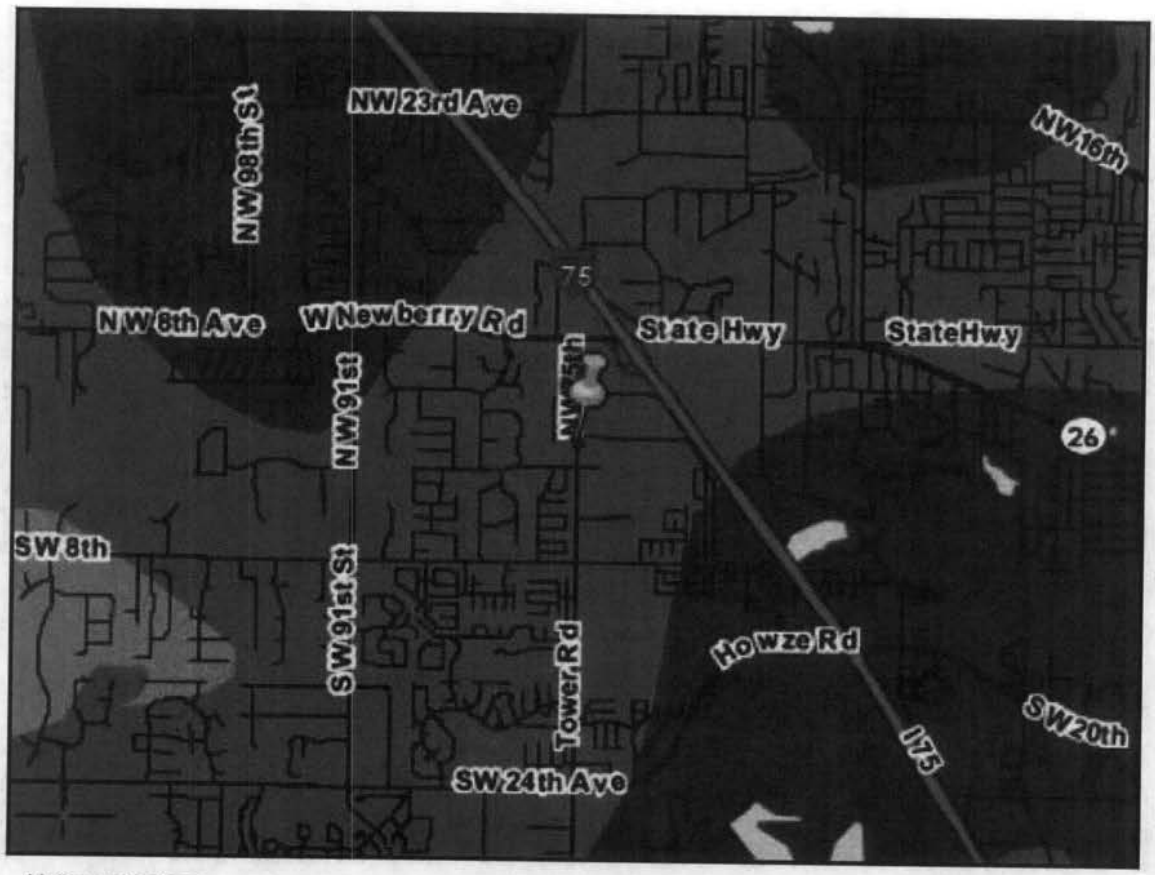
Voice Coverage - Nextel Devices



Voice coverage:

Best

Make and receive calls outdoors, in a car, and in many buildings, at optimal performance levels

Good

Make and receive calls outdoors, in a car, and in some buildings with confidence

Fair

Make and receive calls outdoors, but signal may be lost in a car and in buildings

No Coverage

T-Mobile Coverage From Their Website

Signal Strength

Excellent | Very Good | Good | Moderate | Partner | None

Based on outdoor coverage - indoor and in-car coverage can vary.

Click here for detailed descriptions

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T · · ·Mobile·®

SITE # 9JK0698-B
"SW TERRACE"
3020 SW 75TH ST
GAINESVILLE, FL 32607

NEW GROUND BUILD - 130' UNIPOLE

SITE ELEVATION

TOWER DATA (NAD 83)

ZONING INFORMATION

PROJECT DESCRIPTION

DRAWING INDEX

SITE HAARD INFORMATION

HANDICAP REQUIREMENTS

PLUMBING REQUIREMENTS

FLOOD HAZARD AREA NOTE

LOCATION MAP

DRIVING DIRECTIONS

APPROVALS

PROJECT CONTACTS

PROPERTY OWNER

DEVELOPER

DRAWINGS BY

SURVEYOR

TELEPHONE COMPANY

POWER COMPANY

T-MOBILE USA
JACKSONVILLE, MTA

ZONING

EXPLANATION OF HOW TREES AFFECT RF PROPAGATION

Absorption

Free space loss is only one of the losses suffered by the signal as it goes from here to there. Absorption is another loss. It is caused by things that the signal runs into. For the wavelengths and networks of interest to us, the amount of loss experienced by a radio wave from absorption depends on the materials the wave encounters on its journey.

Inside an office building, the absorption is from the building materials, furniture, and so forth that the signal encounters. As human beings are basically large bags of water, it is assumed -- and has been reported in the trade press -- that too many humans in a space will cause signal levels to drop. My informal testing in classrooms does not confirm these anecdotal reports. However, a fairly rigorous study by Intel does show loss due to water in the path of the signal in a residential environment. This water was not in humans, but jugs of water placed between the two radios. In a warehouse, the impact of water on the signal coverage is more pronounced. For example, a beverage packaging operation I examined sees the coverage area of each of the access points in their product warehouse reduced by up to 60 percent when the warehouse is full versus when almost empty. However, it is difficult in this instance to separate the effect of the metal beverage cans from the liquid they contain. More work is needed on this topic.

In the types of systems used to create campus area connections, the main outside absorption problem is vegetation. There are no firm numbers for this problem, but some general statements can be made. The absorption is due to the water content of the vegetation and the frequency of the signal. For full foliage trees in the Northern Hemisphere, research suggests these values for the absorption effect of vegetation:

Frequency	Absorption	
	dB per meter of foliage	dB per tree
870 MHz	0.2 to 1.3	11
1.6 GHz	0.5 to 1.3	11
5 GHz	1.2 to 2	20

Studies suggest that the wood part of the tree is the major factor in tree-related attenuation at frequencies from 870 MHz to 4 GHz. Leaves add up to 35% additional attenuation at 870 MHz, plus an additi[illegible]% at 1.6 GHz. At 20 GHz, the wood and leaves are both important. An International Telecommunication Union (ITU) study on this subject states that the attenuation caused by vegetation varies widely due to the irregular shape of vegetation, as well as the wide range of sizes, shapes, densities, and water content of various species.

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Aerial Photo of Area Including the Gillen Broadcast Towers

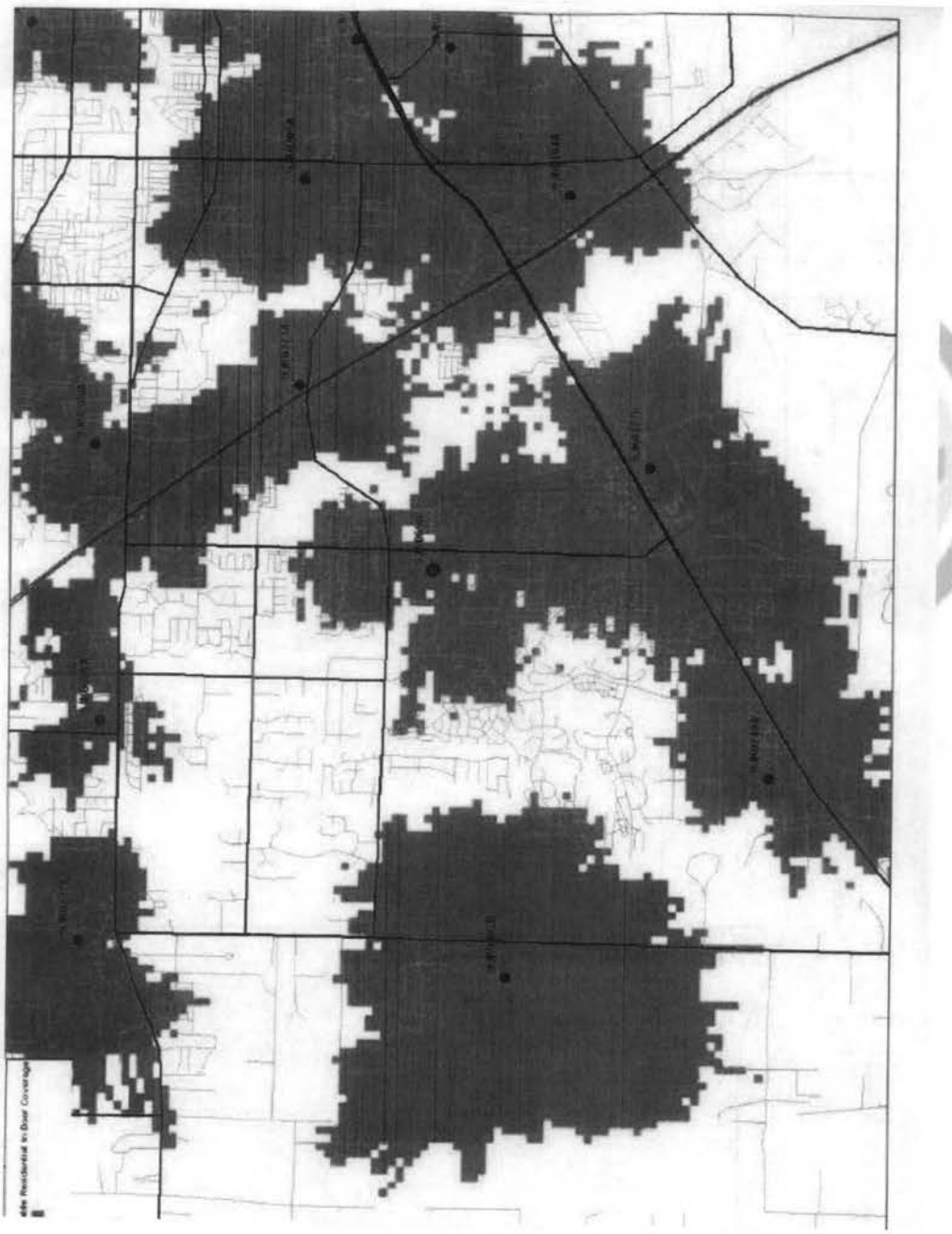
OUTDOOR DRIVE TEST SIGNAL DATA AT PROPOSED T-MOBILE TOWER ON TOWER ROAD		
CARRIER	**BARS OF COVERAGE**	**AVERAGE MEASURED SIGNAL STRENGTH**
NEXTEL	4/5	-92 dBm to -100 dBm
Sprint PCS	4/5	-92 dBm to -98 dBm
Verizon	5/6	-85 dBm to -94 dBm
Cingular/AT&T	5/6	-83 dBm to -94 dBm
T-Mobile	3/4	-95 dBm to -100 dBm

BARS OF SERVICE
1-2 poor call quality
3-5 good call quality
6-8 great call quality

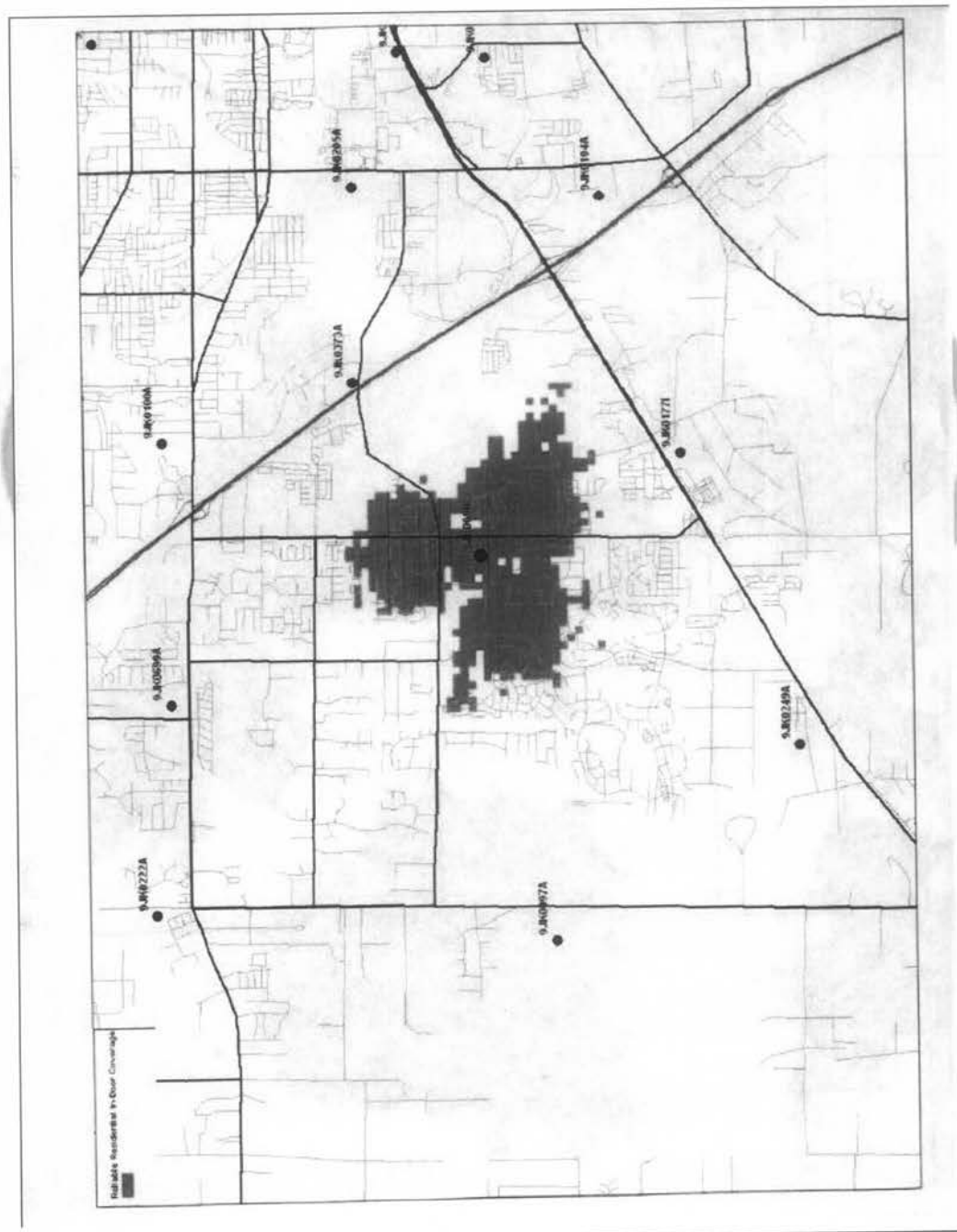
SIGNAL STRENGTH IN DBM
-103 dBm or greater possible drop call
-92 dBm to -102 dBm marginal signal quality
-82 dBm to -91 dBm good signal quality
-80 dBm or less great signal quality

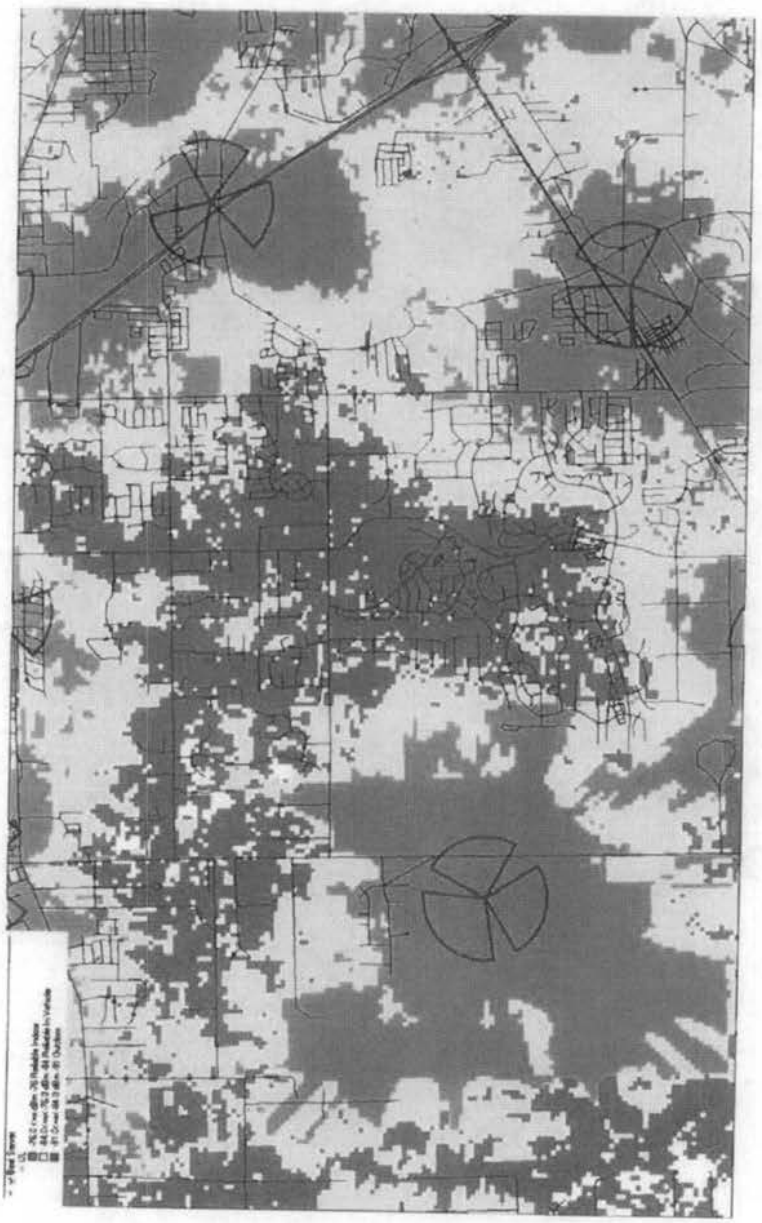
NOTE: The bars of service and signal strength values represented above are a random sampling from test test calls made from mobile phones in maintenance mode or test mode and were simply used as one testing element in our evaluation for this area.

Proposed T-Mobile Site with Existing T-Mobile Sites



Proposed T-Mobile Site 9JK0698-B at 130 Feet AGL

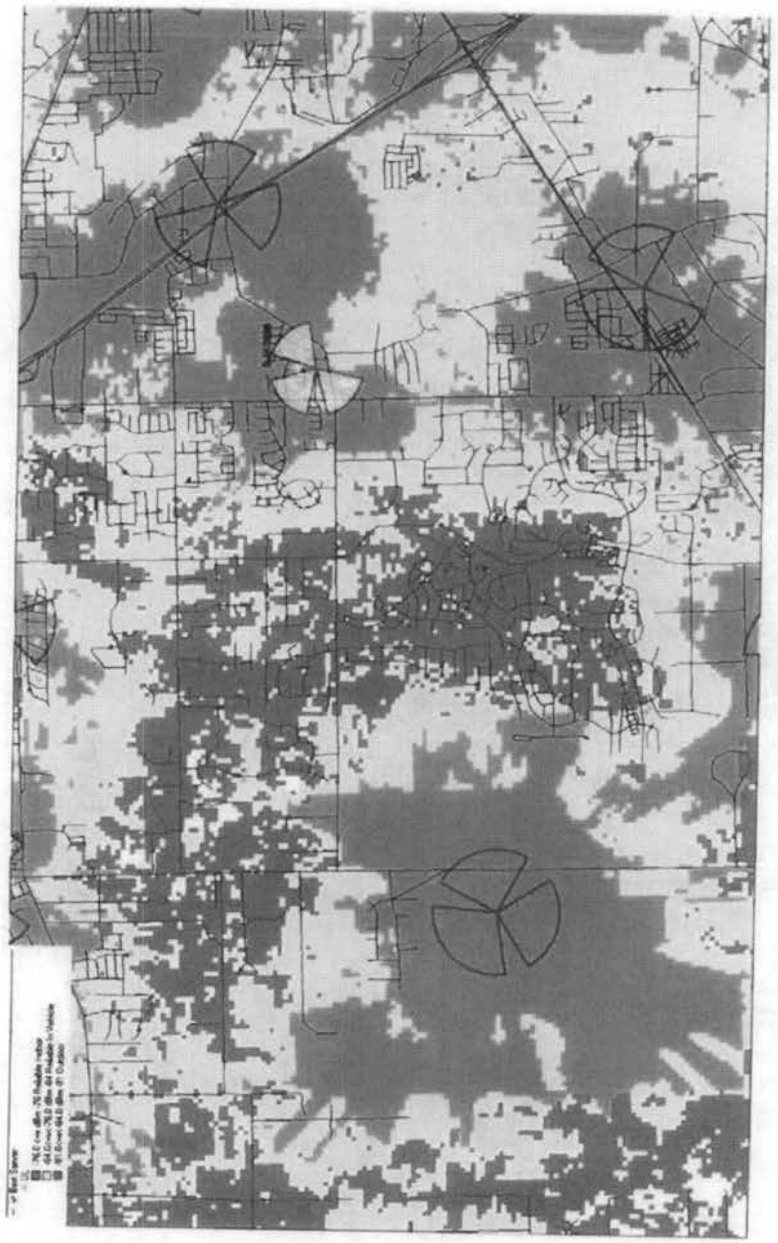




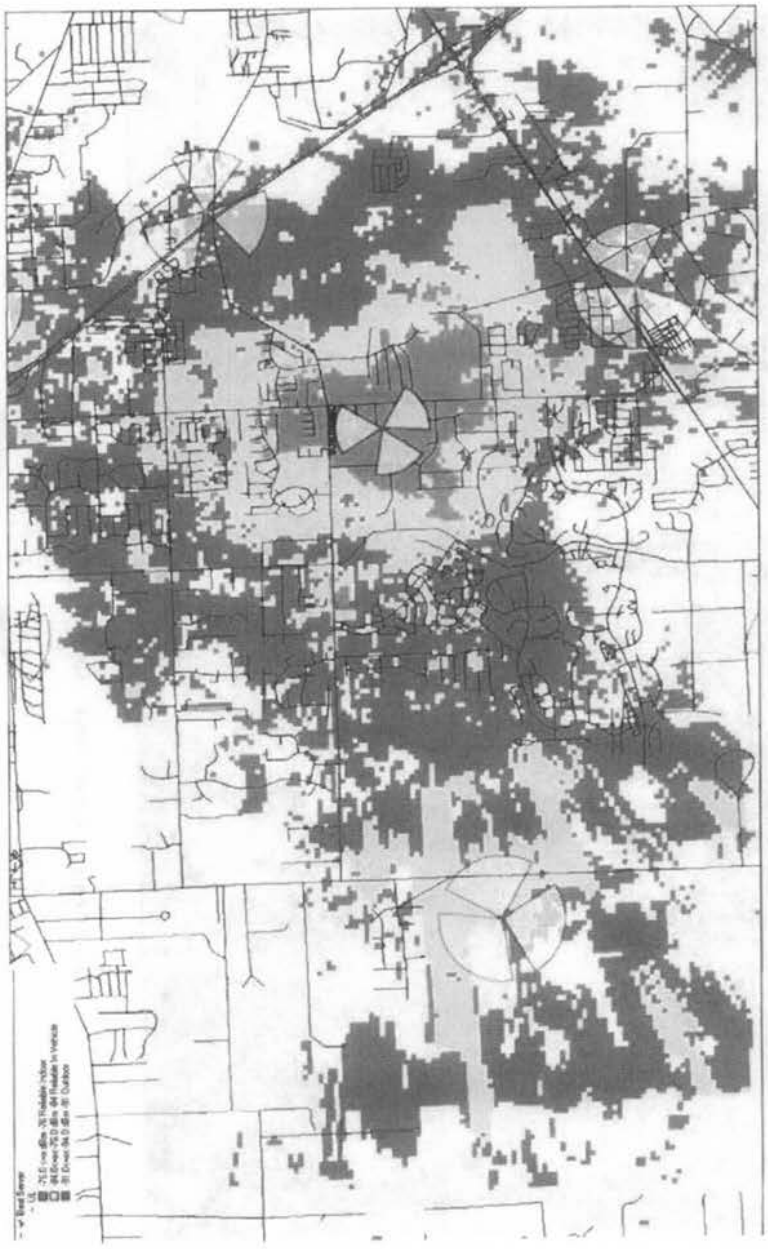
Coverage Map Submitted to Alachua County Planning Commission by T-Mobile May 18, 2011

Current Coverage with proposed 130' facility

Coverage Map Submitted to Alachua County Planning Commission by T-Mobile May 18, 2011



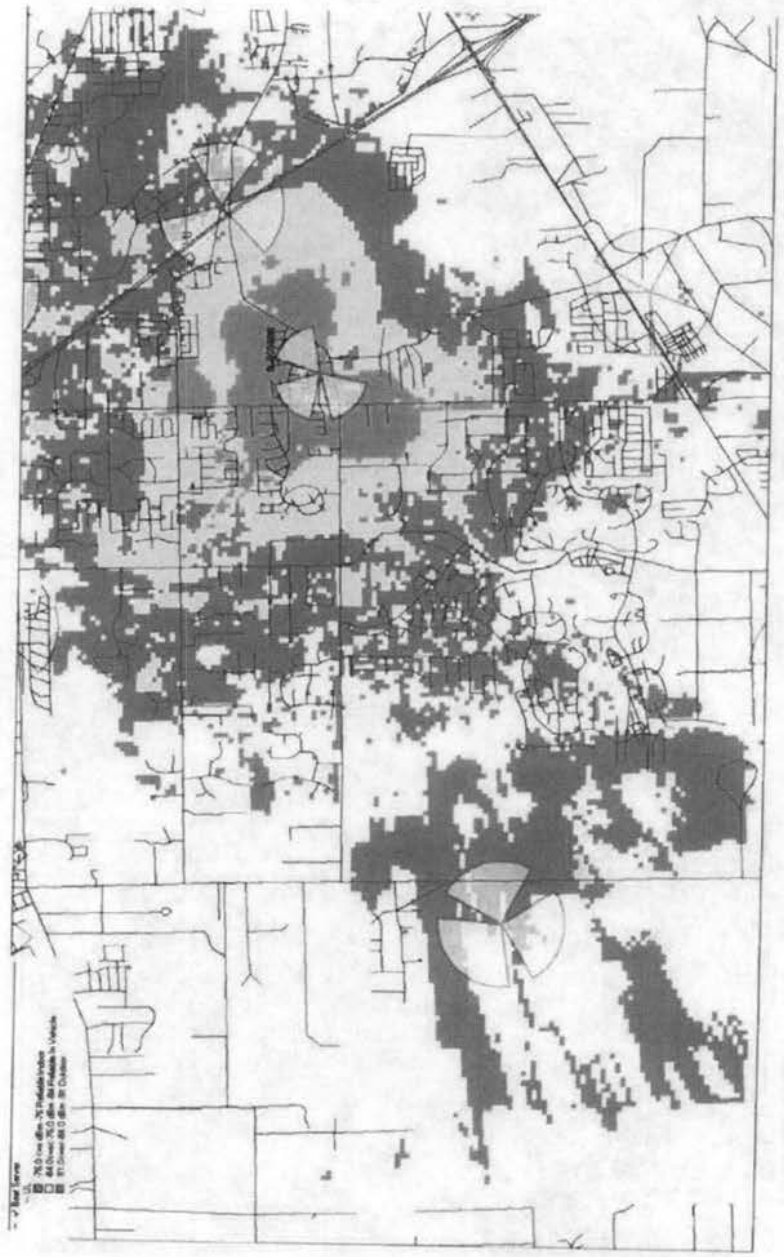
Coverage Map Submitted to Alachua County Planning Commission by T-Mobile May 18, 2011



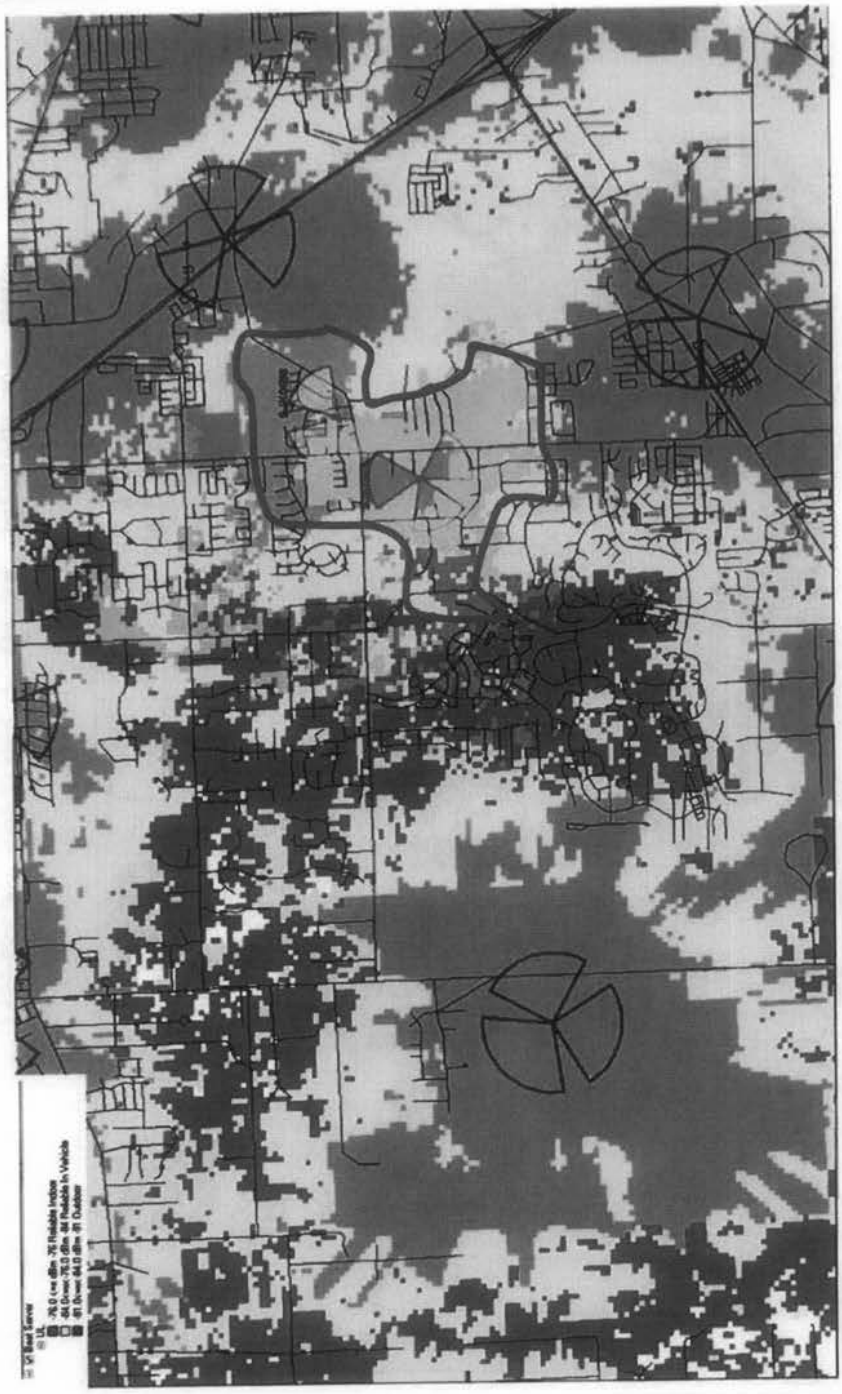
Proposed Coverage with 130' facility at Library

Labeled Upside Down

Coverage Map Submitted to Alachua County Planning Commission by T-Mobile May 18, 2011



Coverage Map Submitted to Alachua County Planning Commission by T-Mobile May 18, 2011



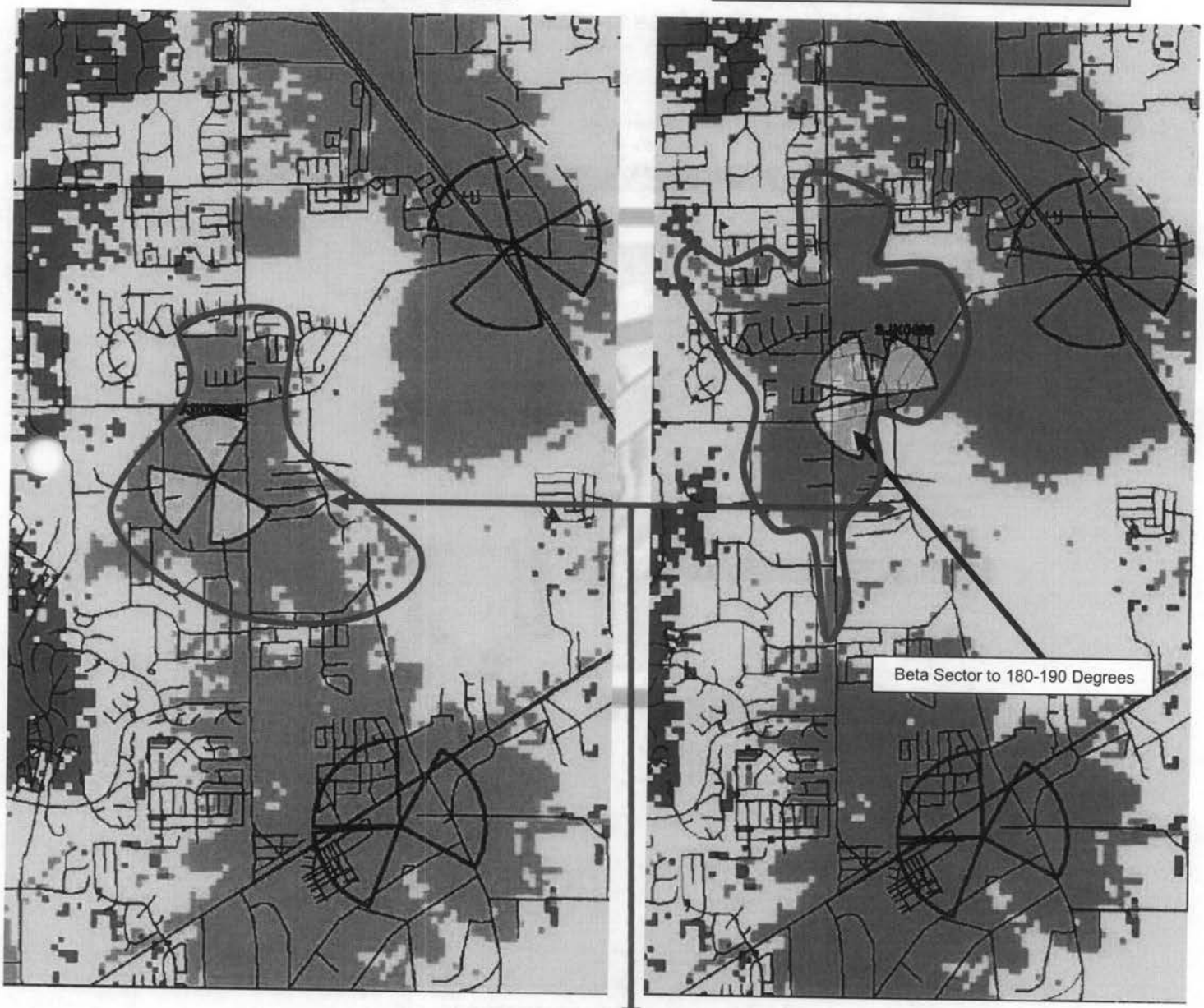
Overlapping Coverage Between T-Mobile and Gillen Site

Coverage Maps Submitted to Alachua County Planning Commission by T-Mobile May 18, 2011 and Altered by Dana Dulabone, AFE July 7, 2011

Committed to bringing you Excellence and a Hazard-Free Environment

T-Mobile Proposed Coverage at Library Site 130 Feet AGL

Gillen Broadcasting Proposed Coverage at 180 Feet AGL



Coverage Maps Submitted to Alachua County Planning Commission by T-Mobile May 18, 2011 and Altered by Dana Dulabone, AFE July 7, 2011

Predicted Coverage Outlined in Blue for Comparison

ANDREW
A CommScope Company

TMBXX-6517-R2M

DualPol®, Quad Panel Antenna

DualPol®
Teletilt®

- Patented cross dipole and feed system
- Rugged, reliable design with excellent PIM suppression
- Includes factory installed AISG 2.0 RET actuator
- Fully compatible with Andrew Teletilt® remote control antenna system

ELECTRICAL

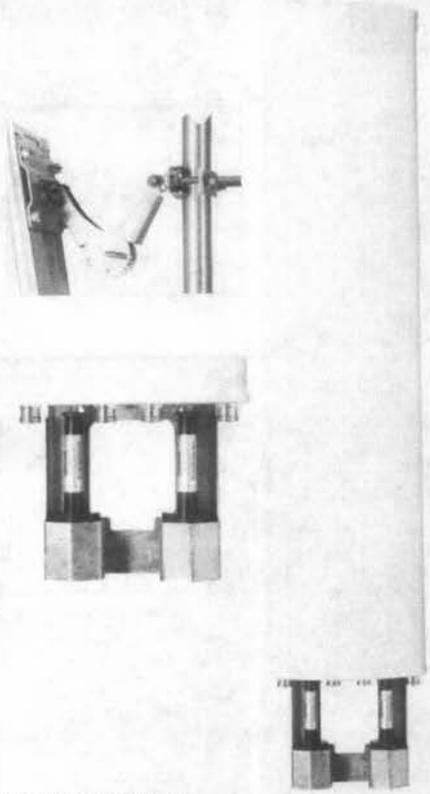
Frequency Range (MHz):	1710–2155
Characteristic Impedance (Ohms):	50
Azimuth BW (Deg):	65 ± 6
Elevation BW (Deg):	4.8 ± 0.8
Gain (dBi) :	18.7 ± 0.8
Polarization:	±45°
Front-to-Back Ratio (dB)	0° 2° 4° 6°
Copol, 180° ± 30°:	>25 >25 >25 >24
Total Power, 180° ± 30°:	>24 >24 >24 >23
Upper Sidelobe (dB)	0° 2° 4° 6°
Main Beam to +20°:	>17 >17 >16 >14
VSWR / Return Loss (dB):	1.35:1 / 16.5
Port-to-Port Isolation (dB):	>30
Electrical Tilt Range (Deg)*:	0–6
Electrical Downtilt Accuracy (Deg):	± 0.9
Cross-pol (dB)	0° 2° 4° 6°
3 dB Beamwidth:	>13 >13 >12 >12
Intermodulation Products (dBc)	
3rd Order, 2 x 20 Watts:	155
Max. Input Power (Watts):	250
Lightning Protection:	DC Ground

PERFORMANCE TRACKING

Gain Variation (dB) (between UL and DL frequency pair):	1.0
Electrical Tilt Accuracy (Deg) (between UL and DL frequency pair within 0.5°):	<0.5
Azimuth HPBW (Deg) (between UL and DL frequency pair):	9

MECHANICAL

Net Weight (kg / lbs):	20.2 / 44.4
Dimensions--LxWxD:	2135 x 305 x 166 mm
(with actuator)	84.0 x 12 x 6.5 inch
Length without actuator	1903 mm / 74.9 inch
Max. Wind Area (m² / ft²):	0.28 / 3.0
Max. Wind Load (N / lbf):	747.2 / 168
Max. Wind Speed (km/h / mph):	241 / 150
Hardware Material:	Hot Dip Galvanized
Connector Type:	7-16 DIN, Female (4)
Color:	Off White
Standard Mounting Hardware:	TM600899A-2



*Specifications may vary when using 0° or 1° electrical tilt.

Andrew Wireless Solutions www.commscope.com

Customer Service 24 hours
U.S.A., Canada, Mexico: 1-800-255-1479
U.K. 0800 250055
Other Europe +44 592 782 612

Visit our Web site at www.commscope.com or contact your local Andrew Wireless Solutions representative for more information.

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TMBXX-6517-R2M

10/17/2008
Page 1 of 3

Information correct at date of issue but may be subject to change without notice.

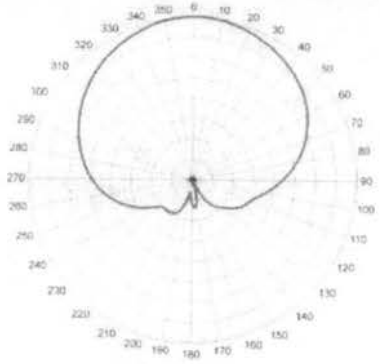
ANDREW
A CommScope Company

TMBXX-6517-R2M

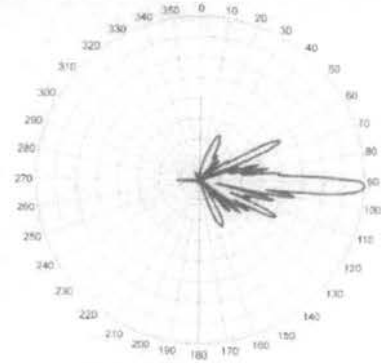
DualPol®, Quad Panel Antenna

DualPol®
Teletilt®

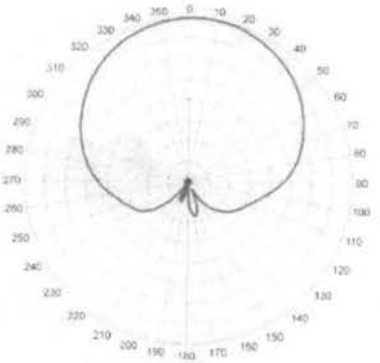
AZIMUTH PATTERN	ELEVATION PATTERN



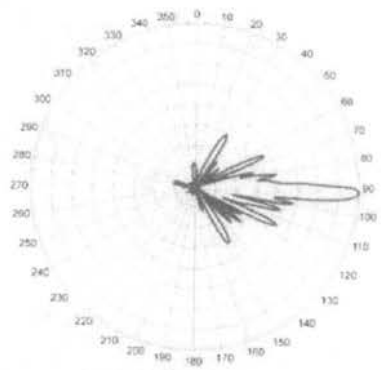
1732 MHz, Tilt: 2°



1732 MHz, Tilt: 2°



1880 MHz, Tilt: 2°



1880 MHz, Tilt: 2°

Note: Scale 5 dB per division.

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Customer Service 24 hours
U.S.A., Canada, Mexico: 1-800-255-1479
U.K.: 0800 250055
Other Europe: +44 592 782 612

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ANDREW
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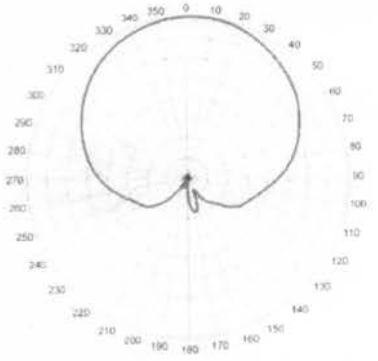
TMBXX-6517-R2M

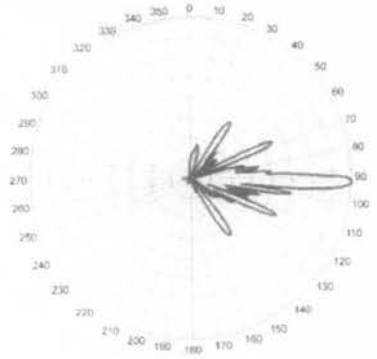
DualPol®, Quad Panel Antenna

DualPol®
Teletilt®

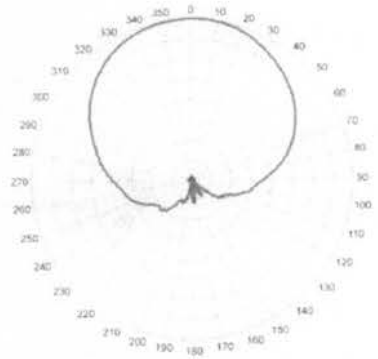
AZIMUTH PATTERN | **ELEVATION PATTERN**



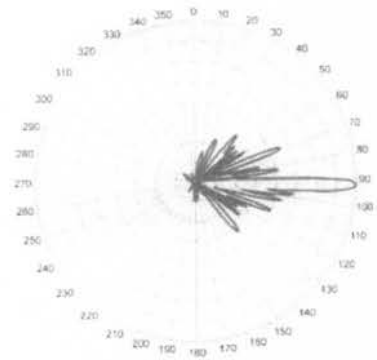
1960 MHz, Tilt: 2°



1960 MHz, Tilt: 2°



2132 MHz, Tilt: 2°



2132 MHz, Tilt: 2°

Note: Scale 5 dB per division.

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: COOK INLET/VS GSM VII PCS, LLC

ATTN: SOPHIE MINICH
COOK INLET/VS GSM VII PCS, LLC
2525 C STREET
ANCHORAGE, AK 99503

Call Sign	File Number
WQCX677	
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0012214029

Grant Date	Effective Date	Expiration Date	Print Date
06-20-2005	06-20-2005	06-20-2015	

Market Number	Channel Block	Sub-Market Designator
BTA159	C	4

Market Name
Gainesville, FL

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06-20-2010			

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §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. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

FCC 601-MB
April 2009

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: T-MOBILE LICENSE LLC

ATTN: DAN MENSER
T-MOBILE LICENSE LLC
12920 SE 38TH ST.
BELLEVUE, WA 98006

Call Sign	File Number
WQGB325	
Radio Service AW - AWS, 1710-1755/2110-2155 MHz bands	

FCC Registration Number (FRN): 0001565449

Grant Date	Effective Date	Expiration Date	Print Date
11-29-2006	02-05-2011	11-29-2021	

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

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 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §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. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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FCC 601-MB
April 2009

Licensee Name: T-MOBILE LICENSE LLC

Call Sign: WQGB325 **File Number:** **Print Date:**

The license is subject to compliance with the provisions of the January 12, 2001 Agreement between 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 lawor 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).

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION

Part 17 of the FCC rules requires you to: (1) immediately provide a copy of this registration to each FCC licensed tenant of your structure (although not required, you may want to use Certified Mail to obtain proof of receipt); and, (2) display the Registration Number in a conspicuous place visible near the base of the structure (unless a government entity objects, in writing, to the display near a historic landmark).

Owner: GILLEN BROADCASTING CORPORATION DOUG GILLEN 7120 SW 24TH AVE GAINESVILLE FL 32607	Registration Number: 1030486
	Issue Date: 11/05/97
Location of Antenna Structure: 7120 SW 24TH AVE GAINESVILLE FL	Ground Elevation: 24.7 meters
	Overall Height Above Ground (AGL): 131.0 meters
Latitude Longitude N29-37-52 W082-25-08 NAD 27	Overall Height Above Mean Sea Level (AMSL): 155.7 meters
Painting and Lighting Requirements: Paint and Light in Accordance with FAA Circular Number 70/7460-1H Chapters 3, 4, 5, 13 Special Conditions:	

11/06/97 R 5 B Page 1 of 1

FCC 854R
March 1997

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION

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Owner: GILLEN BROADCASTING CORPORATION DOUG GILLEN 7120 SW 24TH AVE GAINESVILLE FL 32607	**Registration Number:** 1030475 **Issue Date:** 11/05/97
Location of Antenna Structure: 7120 SW 24TH AVE GAINESVILLE FL	**Ground Elevation:** 24.7 meters **Overall Height Above Ground (AGL):** 152.4 meters
Latitude N29-37-53 **Longitude** W082-25-08 NAD 27	**Overall Height Above Mean Sea Level (AMSL):** 177.1 meters
Painting and Lighting Requirements: Paint and Light in Accordance with FAA Circular Number 70/7460-1H Chapters 3, 4, 5, 13 **Special Conditions:**	

11/06/97 R 4 B Page 1 of 1 FCC 854R March 1997

Professional Experience

Dana A. Dulabone — **Senior Principal Wireless Engineer**

13194 U.S. Highway 301 South, Suite 314
Riverview, FL 33578-7410
813-495-0038
dana@rfawareness.com

CAREER HIGHLIGHTS

- **Engineering experience**: Highly skilled senior principal wireless engineer with thirty years of experience in wireless telecommunications, military communications, frequency spectrum management, television broadcast and technical operations expertise. Positions held include senior leadership roles in both start-up and established wireless telecommunications and television broadcast environments. Provide RF expert testimony for planning and zoning commissions. Active RF Safety instructor, trainer, and inspector. OSHA certified in general protection practices and environments. RF consultant to communications industry for public, commercial, private, wireless, electric utilities (power companies) and government users. Design communications search rings/tower sites for various tower companies. Develop wireless standards and procedures.

- **Technical capabilities:** Consultant in design and upgrade of intrinsically safe narrow-band wireless system for Crystal River Nuclear Power Plant and 800 MHz Repeater System for Bartow Power Plant for Progress Energy. Extremely proficient in a broad range of technical areas including but not limited to: RF communication systems engineering, wireless network WAN, LAN, HAN and mesh design; system performance data collection, measurement and post-processing; identification, isolation and resolution of interference to communications systems; in-depth knowledge of test, measurement and analysis using specialized test equipment; the FCC frequency coordination process for new and existing systems; FAA Part 77 for lighting and obstruction for communications structures, a firm understanding of RF/Microwave backhaul, microwave propagation theory and microwave link design, link budgets, path availability/reliability using EDX Signal Pro, Pathloss 4.0, Probe 4.0, and GIS software. Solid understanding of public utility transmission and distribution systems, transport, and power substation design. Have real-world experience in managing, directing, designing, deploying and optimizing cellular and wireless PCS networks throughout the United States. System technologies built include: AMPS, NAMPS, TDMA, GSM, and CDMA. Designed and engineered over 1,300 telecommunications towers in thirteen states to support wireless company coverage, capacity and data requirements

- **Cost management and product improvement**: Reduced budget $800K in wireless buildout by developing a proprietary tower site relational database comprising of over 3 million records that allowed precise design and location of new sites reducing the site acquisition costs and leasing by over 60%. Managed inventory, telecommunications assets and budgets of over 3 million dollars and always came in under budget at the end of the year cycle. At most recent place of employment the projected budget was reduced by 42% using bargaining and management skills with vendors allowing redistribution of funds to other badly needed programs and initiatives.

- **Communications and team management**: Repeatedly served as engineering team leader on major wireless system projects, providing resolution of key issues neglected in initial project specification. Highly motivated employee, researching and learning what is needed for a project, leading and teaching fellow employees in the process. Informal team leader that identifies and clarifies ambiguities. Assign engineering milestones to efficiently complete projects in a timely manner and under budget. Highly motivated in developing and teaching fellow employees technical theory and engineering principles to enhance their job knowledge and skills.

CONTINUING PROFESSIONAL DEVELOPMENT

- Advanced Wireless Communications Systems (AWS, Ultra LTE, OFDMA, WiMAX, Public Safety)
- Microwave/Fiber Backhaul Engineering
- Utility Smart Grid Initiative (AMI, DSDR, DA, Backhaul, Mesh, Point-to-Point/Hybrid Networks)

EXPERIENCE

RF Specialist- Contract Wireless RF Engineer for AMI/DSDR Smart Grid, 2009-PRESENT
Progress Energy of Florida (PEF)/Progress Energy of the Carolinas (PEC)
Provide RF wireless expertise, consulting, training, system design and problem resolution.

President/RF Engineering and Consulting, 2001 - PRESENT
Advanced Frequency Engineering
Engineering firm to the communications industry for public, commercial, private, wireless, and government users.

Chief Engineer/RF Affiliate Engineering Manager, 2002 – 2009
Ventana Television/Home Shopping Network
Manage and direct operations and supervise field engineers for twenty-seven O/O Low Power TV Stations.

RF Engineering Telecom Manager, 2000 – 2002
Richland Towers
Managed a team of four RF Engineers designing over 1,300 strategic tower site search rings.

Senior RF Manager, 1998-2000
UNISITE, American Tower Corporation
Managed a team of twenty-seven engineers and field personnel designing 600 build-to-fill towers.

Senior RF Network Design Engineer, 1997-1998
Sprint PCS, SprintCom
Responsible for overall management and RF system design of Tampa wireless PCS E -band CDMA.

Senior RF Network Design Engineer, 1996 – 1997
NEXTWAVE Telecom
Responsible for overall management and RF system design of Tampa wireless PCS C- band CDMA.

Senior RF Network Design Engineer, 1994-1996
Voicestream Wireless, T-Mobile
Responsible for RF system design and optimization of the Albuquerque/El Paso wireless GSM system.

Cellular RF Technician, Systems Performance Engineer 1992-1994
CENTEL Cellular/Sprint Cellular
System performance engineer and cellular site technician for all of New Mexico and Nevada.

DOD Frequency Spectrum Manager/Analyst, Land Mobile Radio Manager, 1979 – 1992
United States Air Force, Department of Defense
Participate in joint spectrum management working groups to develop plans and directives for DOD agencies.

PRESENTATION/TRAINING AS THE INSTRUCTOR

- Wireless 101 Training for Progress Energy of Florida IT Telecom Personnel
- Radio Safety International (RSI) Instructor - RF Safety Training
- Radio Club of America Technical Symposium Guest Speaker/Presenter
- Self-Aid Buddy Care First Aid Instructor – USAF
- American Red Cross – CPR, Basic First Aid, and Advanced First Aid Instructor
- American Heart Association – CPR Basic Life Support Instructor
- Wireless Presentations to financial investment firms on Present and Future Wireless Carrier, Broadband, and Tower Site Issues

LICENSES, CERTIFICATION

- OSHA RFR Safety CFR "1910.268" and "1910.97"
- OSHA Fall Protection RF Sites "1926.501"
- OSHA RFR Personal Protection Equipment "1910.132"
- RF NEPA Compliance Seminar
- Radio Safety International (RSI) Site Safety Awareness
- Radio Safety International (RSI) Advanced Safety "Train the Trainer"
- Radio Safety International (RSI) Superior Survey Techniques
- Third Class Federal Communications Commission License
- Radio Operator Radiotelephone Permit
- Federal Communications Commission Amateur Radio License (N7UFT)
- National Weather Service SKYWARN Storm Spotter (Florida)

EDUCATION

Community College of the Air Force — Communications Spectrum Management Technology
Associate's Degree 1989 3.2 GPA

Short Courses/Continuing Education

• Interservice Radio Frequency School	1984	(USAF/DOD)
• System Performance Engineer School	1993	(SAFCO)
• OPUS, PROMAS, Wizard Wireless Courses	1993	(SAFCO)
• Digital Transmission Fundamentals	1995	(NORTEL)
• GSM/CDMA Engineering Course	1996	(NORTEL)
• CELLCAD/PlaNet	1996	(MSI, LCC)
• Advanced CDMA Engineering Course	1998	(NORTEL)
• MapInfo Professional	2002	(MapInfo)
• ArcView GIS 3.0 Training	2002	(ESRI)
• Probe4.0/TVSEARCH Training	2003	(V-Soft Communications)
• 8-VSB Digital Television Theory	2007	(Meintel, Sgrignoli, and Wallace)
• Introduction to LTE/WiMAX	2008	(Agilent/NORTEL/Ericsson, Motorola) Webinars
• Pathloss 4.0 Microwave Fundamentals	2008	(Contract Telecommunications Engineering)
• P25 Trunking Systems/Design	2008	(APCO 25) Training Seminar
• LTE Fundamentals	2009	(Fierce Wireless) Webinar
• WiMax Technical Introduction	2009	(Clearwire) Webinar
• ComStudy 2.2	2009	(RadioSoft)
• EDX Signal Pro	2010	Formal Training/Certification/Trainer

SOFTWARE PROFICIENCY

- **Microsoft Office:** Access, PowerPoint, Word, and Excel; MS Project and Visio2000 – Limited Use
- **Engineering Software:** PlaNet, RFCAD, CellCad, OPUS, PROMAS, Wizard, Probe 4.0, TVSEARCH, RadioSoft, Pathloss 4.0, EDX Signal Pro, Andrew Microwave System Planner, CELPLOT
- **GIS Mapping Software:** Arcview, MapInfo Professional, Street Atlas USA, Microsoft Streets and Trips, MapPoint, Google Earth, BING, USGS, Virtual Earth

EQUIPMENT PROFICIENCY

- SMARTSAM
- SAFCO Drive Test Equipment
- LCC International RSAT2000 Drive Test Equipment
- Grayson Pilot Scanner Equipment
- Berkeley Varitronics Systems Gator Transmitter Equipment
- Z Technology Drive Test Equipment
- Various Spectrum/Network Analyzers, Oscilloscopes, Signal Generators, and other test equipment

PROFESSIONAL ASSOCIATIONS

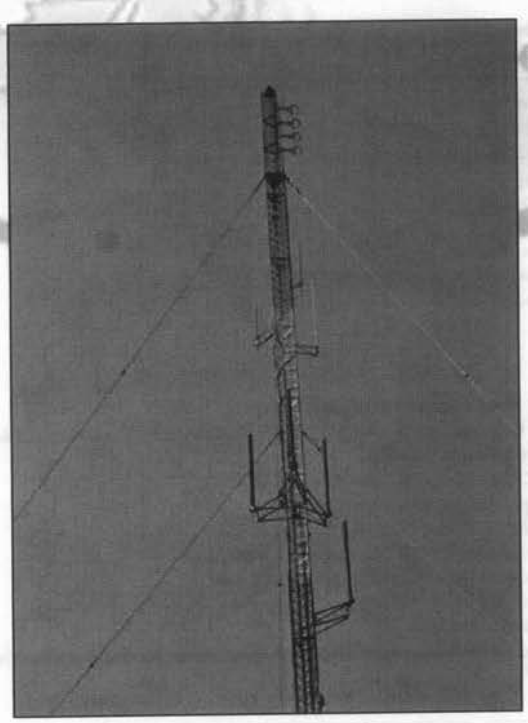
- Professional Member of IEEE
- Radio Club of America
- National Translator Association for Low Power Television Stations
- Society of Broadcast Engineers
- Association of Federal Communications Consulting Engineers (AFCCE)
- Association of Old Crows – Air Force Electronic Warfare Center
- Civil Air Patrol
- National Weather Service
- American Red Cross
- American Heart Association
- Radio Amateur Civil Emergency Service (RACES)
- Military Affiliate Radio (MARS)

AWARDS / ACCOLADES

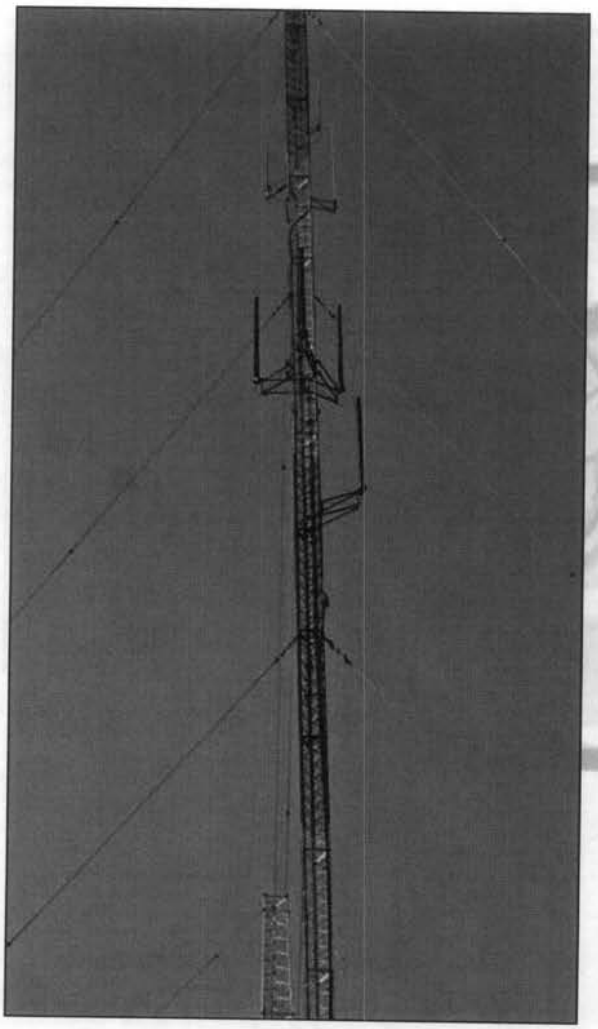
- Sprint PCS BTA 440 Launch Special Recognition Award
- Engineering Award for Launch of Second PCS Mobile Telephone System in the U.S.A.
- NEXTWAVE Telecom Innovators Award
- Association of Old Crows Honorable Mention Award
- Honorable Discharge – United States Air Force
- Air Force Commendation Medal With Two Oak Leaf Clusters
- Air Force Achievement Medal With Two Oak Leaf Clusters
- Air Force Good Conduct Medal With One Oak Leaf Cluster
- Humanitarian Service Medal
- National Defense Service Medal

KISS 105.3 ENTRANCE SIGN

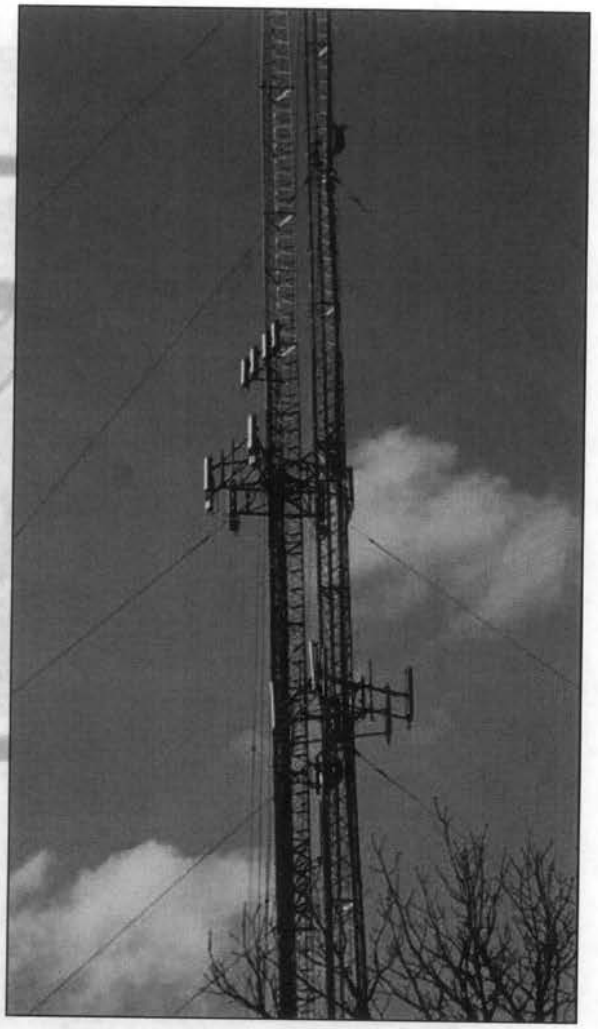
GILLEN TOWER TOP



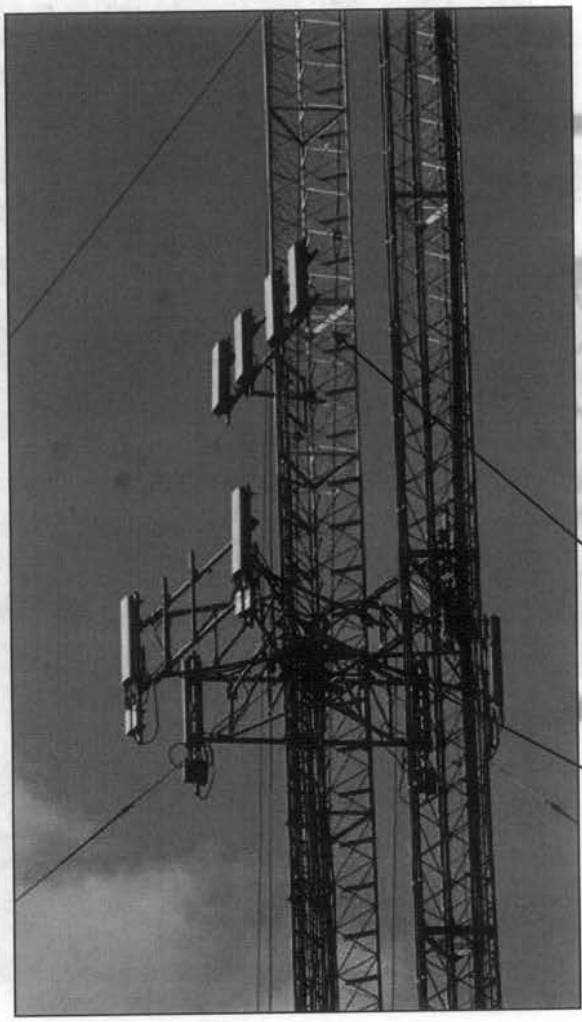
GILLEN TOWER MIDDLE



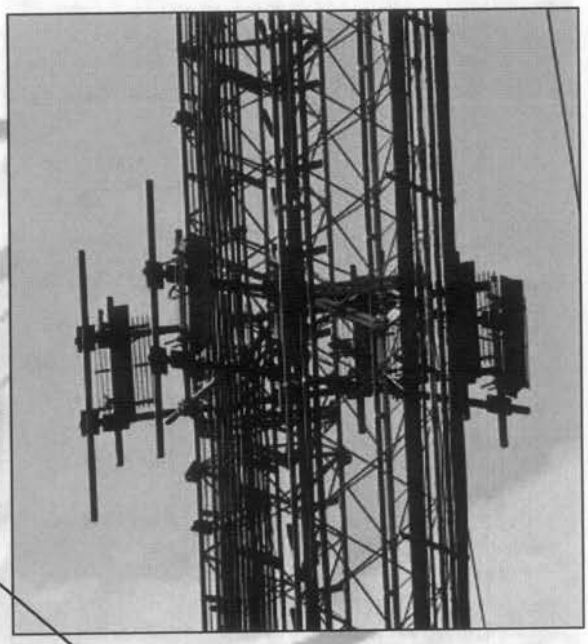
BOTH GILLEN TOWERS



GILLEN TOWERS

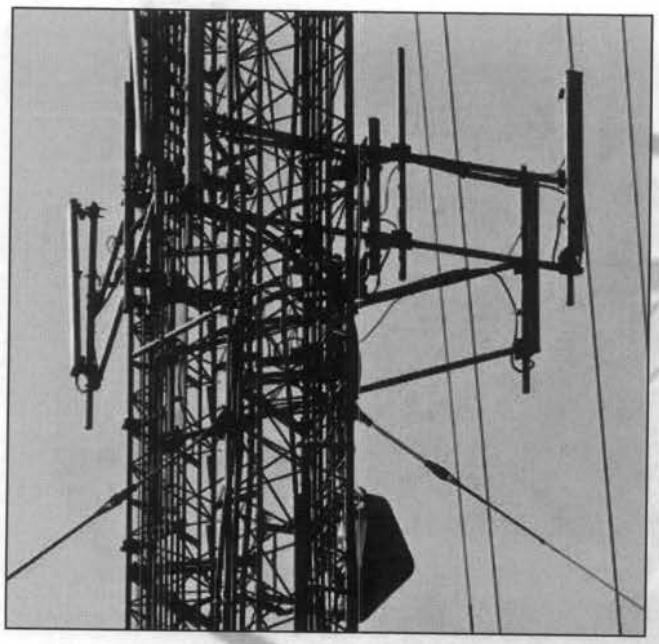


CLOSEUP OF GILLEN TOWER

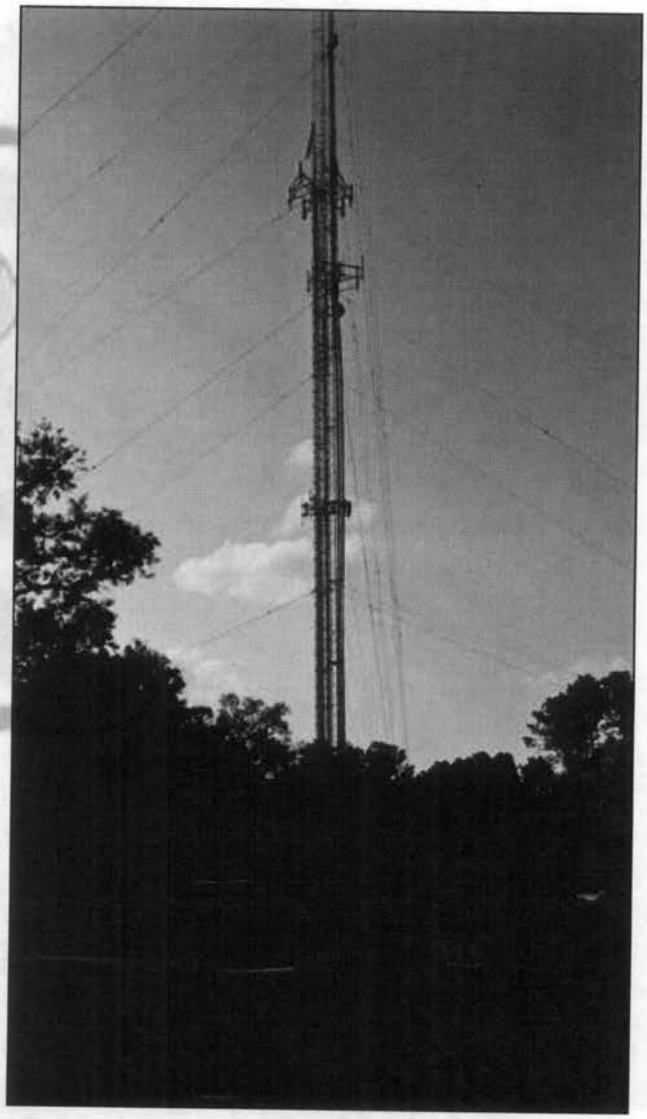


Existing Wireless Carrier Antennas

GILLEN TOWER CLOSEUP

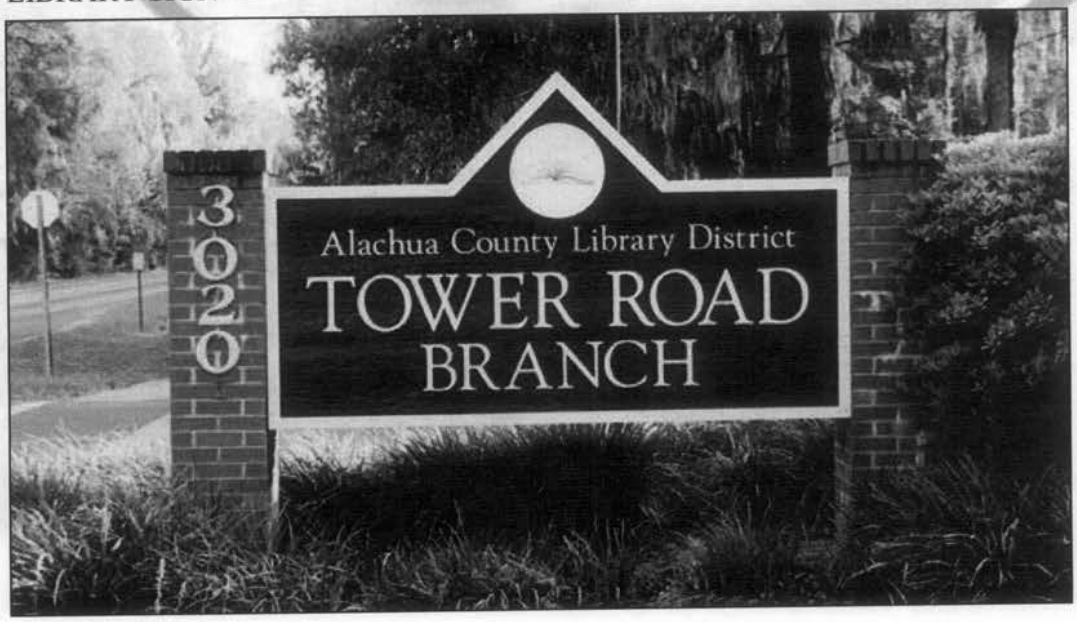


GILLEN FULL TOWER



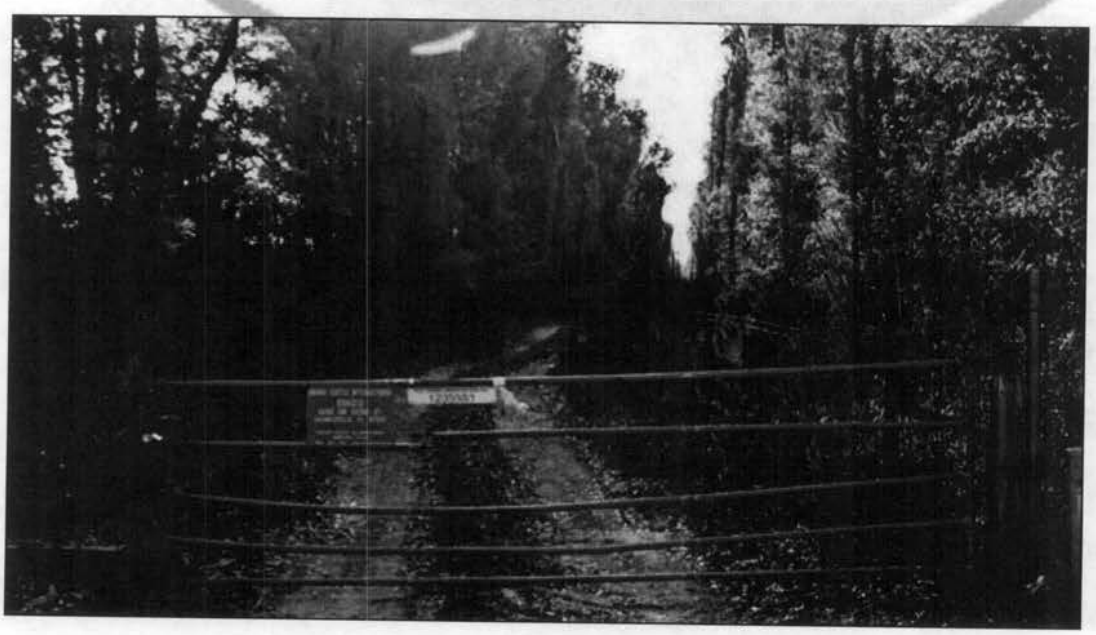
BACK OF LIBRARY

LIBRARY SIGN



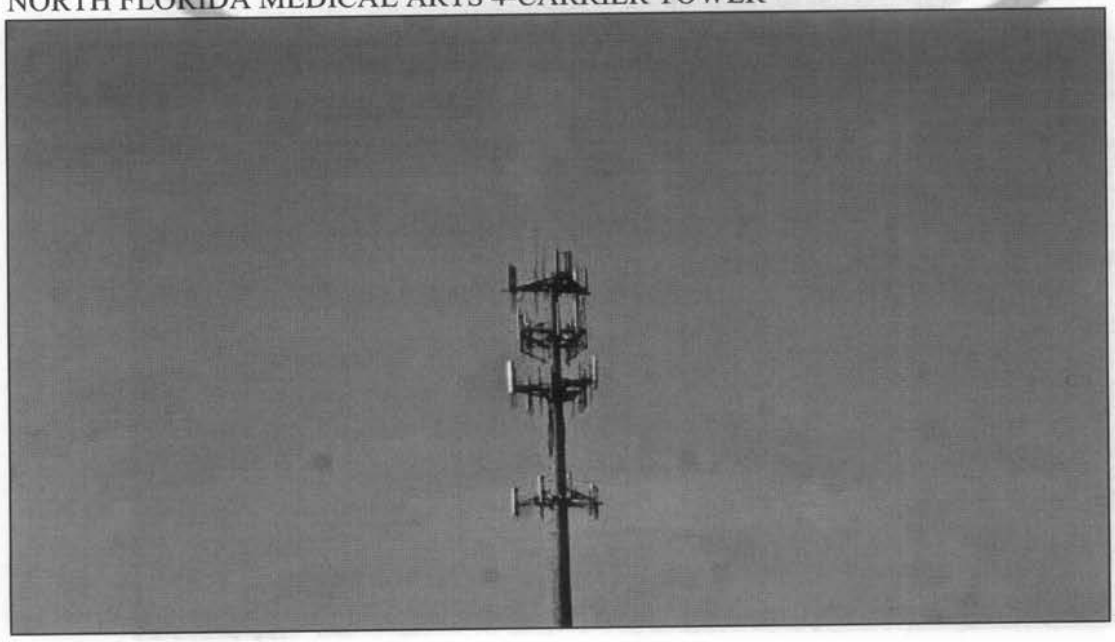
LIBRARY ENTRANCE

T-MOBILE SITE / CROWN CASTLE SITE



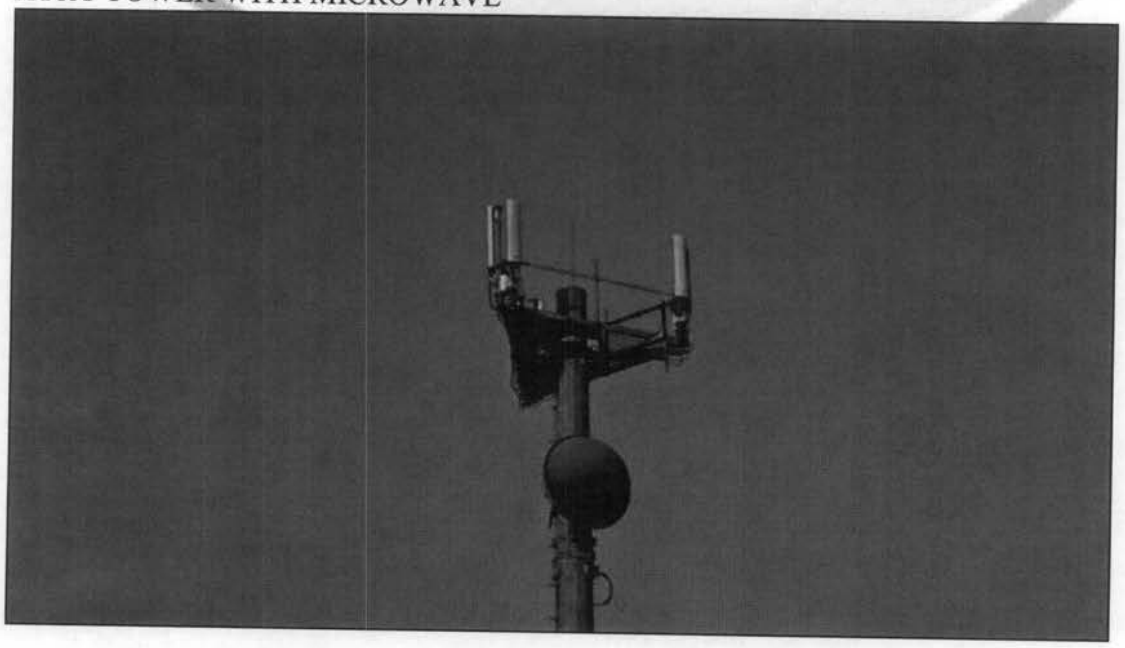
NORTH FLORIDA MEDICAL ARTS

NORTH FLORIDA MEDICAL ARTS 4-CARRIER TOWER



AT&T

AT&T TOWER WITH MICROWAVE



July 12, 2011 Regular BoCC Meeting
Agenda Item #25

Title
ZOR-01-11 Revocation of Special Exception for a Private Animal Shelter Authorized by Resolution Z-10-03 (Amended)

Amount
N/A

Description
This is a request for action by the Board of County Commissioners to revoke a Special Exception for a Private Animal Shelter due to clear and material non-compliance with the conditions of approval. The action is being taken as authorized by Section 402.177 of the Alachua County Unified Land Development Code and by Condition 14 of Resolution Z-10-03 which authorized the Special Exception.

Recommendation
Approval of Resolution Z-11-10 to revoke the Special Exception granted by Resolution Z-10-3 for a Private Animal Shelter

Alternative(s)
Do not approve Resolution Z-11-10 and provide direction to Staff

Requested By
Chris Dawson

Originating Department
Growth Management

Attachment(s) Description
Resolution Z-11-10 including Exhibits "A" (Resolution Z-10-03), "B" (Letter to owner dated June 13, 2011), "C" (Letter from owner dated June 17, 2011) and "D" (Legal Description); Pages from ULDC including Section 402.177; Staff Presentation

Documents Requiring Action
Resolution Z-11-10

Executive Summary
This is a request for action by the Board of County Commissioners to revoke a Special Exception granted for a Private Animal Shelter (Resolution Z-10-03). The request is made in response to clear and material non-compliance with the conditions of approval of the Special Exception observed on June 7 & 8, 2011. On June 13, 2011, the Growth Management Department notified the owner of the property of the finding of clear and material non-compliance with the conditions of approval for the Special Exception.

Background
On February 10, 2010, the Board of County Commissioners adopted Resolution Z-10-03 allowing a Special Exception for a Private Animal Sanctuary known as Haven Acres Cat Sanctuary. The Resolution had 14 conditions of approval covering: Issuance, Maximum Capacity, Setbacks, Buffers, Facility Design, County Inspections, Veterinary Services, Licensing and Recordkeeping, Care of Cats Onsite, Waste Management, Odor Management, Emergency Preparedness Plan, Signage and Commercial Activities, and Failure to Comply with Conditions. Throughout the required inspection period (as outlined in Condition 6, requiring quarterly inspections for 1 year), the Haven Acres Cat Sanctuary complied with all conditions of approval

as verified by the Alachua County Codes Enforcement Division and the Alachua County Animal Services Division. Specifically, inspections were performed on May 13, 2010, December 16, 2010, February 11, 2011, several in March 2011, and April 7, 2011. Violation were observed beginning with the May 18, 2011. Beginning June 7, 2011, inspections by the Alachua County Codes Enforcement and Alachua County Animal Services Divisions revealed that the facility was in a state of material non-compliance with the conditions of approval in the resolutions. Specifically, the facility failed to complied with the following conditions: Maximum Capacity (200 permitted, 697 observed); Setbacks (200 feet from property boundaries required; 52 feet, 57 feet, and 117 feet observed); Facility Design (Consistency with 9 CFR Section 3.3 required; observed ventilation and cooling not provided for sheltered housing areas, worn or soiled surfaces not readily cleaned, sick and infirm animals kept in outdoor facilities); Licensing and Recordkeeping (records inadequate, incomplete, or nonexistent for majority of cats on site); Waste Management Plan (solid waste and fecal materials not disposed of according to adopted plan) Based upon the violations, and as allowed by Condition 14 of the Special Exception and Chapter 402.177 of the Unified Land Development Code, the County has initiated action to revoke the Special Exception. The property owner was notified in a letter dated June 13, 2011 and served on June 13, 2011 of the above violations. The property owner responded in a letter dated June 17, 2011 and indicated acceptance of the procedure for revocation of the Special Exception. The Section requires the Board of County Commissioners make a finding of clear and material noncompliance with the conditions of approval. Those findings are included as the bases of the attached Resolution Z-11-10. If the Board adopts Resolution Z-11-10, the Special Exception will be revoked and the Haven Acres Cat Sanctuary will no longer be able to operate legally.

Issues
Adoption of Resolution Z-11-10 will revoke the Special Exception for Haven Acres Cat Sanctuary granted by Resolution Z-10-03. Board must make a finding of clear and material noncompliance with the conditions of approval of the Special Exception, as listed in the bases of Resolution Z-11-10.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: ZOR0111PowerpointPresentation.pdf
Attachment: ULDC_Appeals.pdf
Attachment: ZOR0111ResolutionFinal.pdf
Attachment: ZOR0111.pptx

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
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RESOLUTION Z-11-10

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA; TO REVOKE, PURSUANT TO SECTION 402.177 OF THE ALACHUA COUNTY UNIFIED LAND DEVELOPMENT CODE, AN EXISTING SPECIAL EXCEPTION THAT ALLOWED A PRIVATE ANIMAL SHELTER IN THE 'A' (AGRICULTURE) DISTRICT ON APPROXIMATELY 8.0 ACRES LOCATED AT 21023 RAILROAD AVENUE ON TAX PARCEL 01514-005-000.

WHEREAS, the Alachua County Board of County Commissioners approved Zoning Application ZOX-01-10, a Special Exception for the Haven Acres Cat Sanctuary, on February 9th, 2010, by adopting Resolution Z-10-03, as shown in "Exhibit A"; and,

WHEREAS, Section 402.177 of the Alachua County Unified Land Development Code allows for the Board of County Commissioners to revoke said Special Exception when it has been demonstrated and found that there has been clear and material noncompliance with the conditions for approval; and,

WHEREAS, pursuant to Section 402.177, the Alachua County Growth Management Department served notice to the property owner of said clear and material noncompliance on June 13th 2011, as shown in "Exhibit B"; and,

WHEREAS, the property owners, Steven P. and Pennie W. Lefkowitz responded to the County by certified mail in a letter dated June 17, 2011, agreeing to the revocation of the Special Exception, as shown in "Exhibit C"; and,

WHEREAS, the Alachua County Board of County Commissioners held a public hearing on July 12, 2011 to consider revocation of the Special Exception; and,

WHEREAS, Alachua County published notice of said public hearing in the Gainesville Sun, a newspaper of general circulation, on June 29th, 2011; and

WHEREAS, Alachua County provided mailed notification of said public hearing to the owners of the property and surrounding property owners within 1,320 feet of the boundary of the property on June 27th, 2011;

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

Proposed Action #ZOR-01-11, a request by the Alachua County Board of County Commissioners, to revoke an existing special exception for a private animal shelter (ZOX-01-10) in the 'A' (Agriculture) district on approximately 8.0 acres located at 21023 Railroad Avenue on Tax Parcel 01514-005-000, as summarized in "Exhibit D" in this resolution, is hereby approved with the following Bases:

1. **Condition 9 of Resolution Z-10-03** states that failure to comply with the conditions of Resolution Z-10-03 may result in penalties or enforcement consistent with Chapter 409 of the Unified Land Development Code.

2. **Section 409.04(g)** of the Unified Land Development Code provides that revocation of permits or approvals consistent with Section 402.177 is an allowable remedy or enforcement power of the County.

3. **Section 402.177** of the Alachua County Unified Land Development Code grants authority to the Board of County Commissioners to revoke a development approval, including a Special Exception, for clear and material noncompliance with the conditions of approval.

4. **Condition 2 of Resolution Z-10-03** states that the maximum number of cats allowed on the site after six months from the adoption of the Resolution is 200. At inspections carried out by the Growth Management Department on June 7 & 8, 2011 (approximately 14 months after adoption of the Resolution) 697 cats were located on the property. This represents clear and material non-compliance with Condition 2 of the Resolution.

5. **Condition 3 of Resolution Z-10-3** identifies that within 10 months of adoption of the Resolution, all pens and cages where cats will be housed must be located approximately 200 feet from all property boundaries, except where cats are housed in the garage of the house. At inspections carried out by the Growth Management Department on June 7 & 8, 2011, pens and cages were found to be located 52 feet from the south property line and 57 feet from the east property line. Additionally, cats were housed in a travel trailer located 117 feet from the south property line. This represents clear and material noncompliance with Condition 3 of the Resolution.

6. **Condition 5 of Resolution Z-10-3** indicates that all outdoor housing shall meet the standards of 9 CFR Section 3.4, that sick infirm, old or young animals should be housed in sheltered facilities complying with 9 CFR Section 3.3, and that sheltered facilities shall be properly permitted. Inspections carried out on June 7, 2011 revealed inadequate cooling and ventilation of sheltered housing facilities, sick and infirm cats in outdoor housing facilities, and worn or soiled surfaces that were not readily cleaned or sanitized. This represents clear and material noncompliance with Condition 5 of the Resolution.

7. **Condition 7 of Resolution Z-10-3** requires that the facility establish a veterinary service plan with at least one local licensed veterinarian. No plan was found when the site was inspected on June 7, 2011. This represents clear and material noncompliance with Condition 7 of the Resolution.

8. **Condition 8 of Resolution Z-10-3** identifies requirements for licensing and recordkeeping. At inspections by the Growth Management Department on June 7 & 8, 2011, records were found to be inadequate, incomplete, or nonexistent for the majority of the cats found on the site. This represents clear and material noncompliance with Condition 8 of the Resolution.

9. **Condition 9 of Resolution Z-10-3** establishes standards for the care of cats at the facility, including the separation of diseased animals from healthy populations and a program for control of insects and parasites. At its inspection on June 7, 2011 the Growth Management Department observed soiled surfaces, fecal material outside litter boxes and improperly disposed of solid waste. Additionally, maggots were observed in waste bags not in the dumpster. This represents clear and material noncompliance with Condition 9 of the Resolution.

10. **Condition 10 of Resolution Z-10-3** requires implementation and adherence to a waste management plan. At inspections by the Growth Management Department on July 7, 2011, waste was observed to be in cages, outside litter boxes and in bags on the ground, contrary to established procedures of the waste management plan. This represents clear and material noncompliance with Condition 9 of the Resolution.

11. **Condition 11 of Resolution Z-10-3** required adherence to an adopted odor management plan. During its inspection on June 7, 2011, the Growth Management Department was unable to find the required odor management spray and observed ammonia smells in several locations on the site. This represents clear and material noncompliance with Condition 11 of the Resolution.

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

RESOLUTION Z-10-03

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA; FOR A MINOR AMENDMENT TO A SPECIAL EXCEPTION FOR A PRIVATE ANIMAL SHELTER WITHIN THE 'A' (AGRICULTURE) DISTRICT ON APPROXIMATELY 8.0 ACRES LOCATED AT 21023 RAILROAD AVENUE ON TAX PARCEL NUMBER 01514-005-000.

WHEREAS, the Board of County Commissioners adopted Zoning Resolution Z-09-05 at its meeting of July 14, 2009; and,

WHEREAS, the City of High Springs filed a Petition for Writ of Certiorari challenging Resolution Z-09-05 on August 13, 2009; and,

WHEREAS, the circuit court issued an order abating action on August 24, 2009, to allow the City of High Springs and Alachua County to pursue the conflict resolution process in Chapter 164, Florida Statutes; and,

WHEREAS, staff from the City of High Springs and Alachua County held a conflict assessment meeting on September 16, 2009, but did not resolve the conflict; and,

WHEREAS, Alachua County and the City of High Springs held joint public meetings on October 26, 2009, and November 17, 2009, to consider the issues pertaining to Zoning Resolution Z-09-05 and seek an agreement; and,

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CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING
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WHEREAS, on November 17, 2009, Alachua County and the City of High Springs agreed to a settlement whereby Alachua County will schedule a new quasi-judicial hearing and consider for adoption the conditions agreed upon at the joint public meeting; and,

WHEREAS, the City of High Springs agrees to dismiss its lawsuit, Case No.: 01-2009-CA-4216, after the quasi-judicial hearing if Alachua County adopts the conditions agreed to at the November 17, 2009, joint public meeting; and,

WHEREAS, the following language reflects the conditions agreed to by Alachua County and the City of High Springs at the joint public meeting on November 17, 2009; and,

WHERAS, the Alachua County Planning Commission recommended approval of the petition ZOX-01-10 a minor amendment to the special exception at its January 20, 2010 public hearing; and,

WHEREAS, the Alachua County Board of County Commissioners considered application ZOX-01-10 at its February 9, 2010 public hearing:

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

Zoning Application #ZOX-01-10, a request by the Board of County Commissioners for a minor amendment to an existing special exception for a private

animal shelter within the 'A' (Agriculture) district on approximately 8.0 acres located at 21023 Railroad Avenue on Tax Parcel number 01514-005-000, as summarized in Exhibit A in this resolution, and as shown on the attached conceptual plan, is hereby approved with the following conditions and bases replacing the conditions and bases in Resolution Z-09-05:

Conditions:

1. **Issuance.** This special exception is issued to Haven Acres Cat Sanctuary, Inc., a 501(C)(3) Organization, for Steve and Pennie Lefkowitz, (collectively "Operators") to operate a private animal shelter for domestic and feral housecats on tax parcel #01514-005-000. If Operators cease operating the private animal shelter, Steve and Pennie Lefkowitz shall submit an application to terminate the special exception. Alachua County may also initiate action to terminate the special exception if Operators cease operating the private animal shelter.
2. **Maximum Capacity.** The shelter shall be limited to a maximum capacity of 256 cats as of the approval of this special exception. The applicant shall then reduce the number of cats in the facility over a period of 6 months through adoption or other means, to a maximum of 200 cats. If at any time the number of cats in the facility exceeds the maximum allowed by this schedule, it shall be considered a violation of this special exception.
3. **Setbacks.** Within 10 months of the adoption date, all pens and cages where cats will be housed shall be located approximately 200 feet away from the property boundaries as depicted on the map, drawn to scale, hereby attached and

incorporated by reference as Exhibit D. This setback requirement does not apply to the garage. Cats shall be housed within these pens or cages at all times.

4. **Buffers.** A 40'-wide high-density buffer (per ULDC Table 407.43.1) shall be established and maintained between the facility and adjacent properties to the south and east. Where existing vegetation is not sufficient to meet this requirement, additional planting shall be required. Within six months of the approval of this special exception, the planting necessary to meet this requirement shall be installed and a landscaping inspection shall be conducted to ensure that this requirement has been met.
5. **Facility Design.** Facilities designed to house cats outside shall be consistent with 9 CFR §3.4(2009), Outdoor Housing Facilities. Animals restricted from using outdoor housing facilities due to sickness, infirmity, old or young age, shall be housed in sheltered facilities consistent with 9 CFR §3.3 (2009), Sheltered Housing Facilities. Sheltered facilities shall be properly permitted, as may be necessary, through the Alachua County Building Department. Sheltered facilities shall be provided within 6 months of the adoption date of this Special Exception.
6. **County Inspections.** Inspections by the Alachua County Code Enforcement Office shall be conducted quarterly for the first year after the approval date of this special exception and the applicant shall demonstrate the intent to comply with the conditions of this permit. After 6 months from the date of approval of this special exception, the site shall be inspected in order to confirm that the number of cats on the site has been reduced to the maximum of 200, and that sheltered housing facilities have been provided. After 1 year of quarterly inspections, the site shall be inspected on at least an annual basis. Inspections may be

conducted by any division of Alachua County government, as may be necessary to ensure the health and safety of the animals, as well as compliance with the Conditions of this Special Exception.

7. **Veterinary Services.** The facility shall establish a veterinary service plan with a one or more local licensed veterinarian. All cats brought into the animal shelter shall be isolated until they are spayed/neutered and receive vaccines and anthelmintics against the following common contagious diseases and parasites:
   a. Rabies, administered by a licensed veterinarian (for cats over 3 months)
   b. Panleukopenia, feline viral rhinotracheitis, calici virus, chlamydia psittaci (combination vaccine FvrCCP)
   c. Hookworms
   d. Roundworms
8. **Licensing and Recordkeeping.** Cats housed at the facility shall not be required to be licensed until they are adopted by private owners. All cats shall be photographed upon arrival at the site, and implanted with an identifying microchip for monitoring and recordkeeping purposes within six months of arrival. Complete records shall be maintained for each cat, showing when they arrived at the facility, received the required veterinary services, received any additional veterinary services, and were adopted or transferred from the facility. Records shall include the serial number of the microchip implanted in the cat as well as other information that may aid in identification of the animal.
9. **Care of Cats Onsite.** Cats that are suspected of having a contagious disease must be removed from the community pens and isolated from healthy cats within the facility. Decisions to reintroduce isolated cats to community pens shall be

based upon the advice of a licensed veterinarian. In addition, any cat that is exhibiting a vicious or overly aggressive disposition must also be housed separately. An effective program for the control of insects and other external parasites affecting cats must be established and maintained so as to promote health and well-being of the cats and reduce pest contamination.

10. **Waste Management.** A Waste Management Plan that details handling of solid and medical waste has been provided and shall be adhered to during operation of the site. The Waste Management Plan is included as Exhibit B.

11. **Odor Management.** The Odor Management Plan included as Exhibit C shall be adhered to.

12. **Emergency Preparedness Plan.** The facility shall prepare an Emergency Preparedness Plan that includes appropriate responses to natural and man-made disasters. The Plan shall be reviewed by the Alachua County Animal Services division and changes made by the applicant as necessary. A copy of the most recent plan shall be kept on file at the Alachua County Codes Enforcement and Animal Services divisions. This Plan shall be completed and filed within one month of adoption of this Special Exception.

13. **Signage and Commercial Activities.** No signage advertising the animal shelter shall be allowed on the site, and no commercial operations or activities shall be permitted in relation to this private animal shelter.

14. **Failure to Comply with Conditions.** Failure to comply with the Conditions of this Special Exception may result in penalties or enforcement consistent with Chapter 409 of the Unified Land Development Code.

Bases:

1. **Policy 6.2** of the Future Land Use Element states that "areas identified for Rural/Agriculture on the Future Land Use Map are for rural residential uses, home-based businesses, resource-based recreation, outdoor recreation and agricultural activities including forestry and other agricultural uses, such as cattle grazing, cultivation of field crops, vegetable crops, dairies and those commercial or other uses on a limited scale serving or ancillary to agricultural activities, such as farm equipment and supplies, sales or service, and agricultural products distribution. Other uses involving animals not normally associated with agricultural activities, which would be suitable in the Rural/Agricultural areas, such as animal sanctuaries, kennels, and commercial animal raising, may be approved by the County Commission." The proposed use of the site is for a private animal shelter which is similar to a kennel, and, therefore, may be approved by the County Commission. The proposed use is consistent with Policy 6.2.
2. **Section 404.18** of the Unified Land Development Code states that a rural kennel, cattery or private animal shelter may be allowed only as a limited use or by special exception within the 'A' (Agriculture) and 'RE' and 'RE-1' (Residential Estate) zoning districts. A special exception is required where more than 20 domestic animals will be housed within the facility. The subject property has an Agriculture zoning, the facility presently houses about 256 cats, and the facility proposes to allow for a maximum of 200 cats. Therefore, the private animal shelter requires a special exception. Section 404.18(c) states that "no facility shall accommodate more than 50 dogs or 125 cats or

ferrets at any one time, unless the applicant provides proof of the facility's non-profit status as a 501(c)3 and the additional animals are approved by the County Commission as part of the special exception." This facility has provided proof of non-profit status, and therefore, more than 125 animals may be permitted on the site if approved with a special exception. Section 404.18 also defines several specific standards for private animal shelters. This facility, with the conditions of the special exception, is consistent with those standards.

3. **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. This use has a minimal impact on the available infrastructure and will have no affect on emergency services or school capacity in Alachua County. Surrounding land uses include single-family residences on lots ranging from 0.5-2 acres in size, undeveloped agricultural properties, and a municipal recreation facility to the north. The existing facility on the property is buffered from residential uses to the east by natural wooded areas and separated by considerable distance and by a roadway from residences to the west. A condition of the special exception will require the establishment of a 40'-wide high-density buffer on the eastern and southern boundaries of the subject property, where it is directly abutting residential lots. Another condition will require that all pens and cages that houses the cats must be located approximately 200' away from property lines. The required setback and buffers, in addition to the Odor Management Plan (Exhibit B), should minimize the negative impacts (noise and odor) from this

use on the surrounding residential areas. Additionally, the reduction in the total number of cats will also reduce the potential for negative impacts from odor on the neighboring properties. Therefore, this special exception, with the proposed conditions, will have a minimal impact on the surrounding uses, and is consistent with Policy 7.1.2.

4. **Section 402.113** of the Unified Land Development Code states that any proposed use for a special exception shall be reviewed to ensure that it is consistent with the Comprehensive Plan and ULDC, is compatible with the existing land use pattern and future land use designations in the Comprehensive Plan, and will not adversely affect the health, safety, and welfare of the public. The use of this property as a private animal shelter is consistent with the Comprehensive Plan. The future land use designations of surrounding properties in the unincorporated area have a Rural/Agriculture and are compatible with the proposed use. With the conditions of this special exception, this use will cause no adverse impact to the public health, safety, or welfare. Section 402.113(d) outlines general criteria that shall be considered with the approval of any special exception, and the conditions for this special exception adequately address those applicable criteria.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 9th day of February, A.D., 2010.

BOARD OF COUNTY COMMISSIONERS OF

ALACHUA COUNTY, FLORIDA

By: _____

Cynthia Moore Chestnut, Chair

ATTEST:

_____

J. K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

_____

Alachua County Attorney

(SEAL)

DEPARTMENT APPROVAL

AS TO CORRECTNESS

_____

Department of Growth Management

Authorized Designee

EXHIBIT A

21023 RAILROAD AVE COM INT N LINE SEC & SLY R/W SCL RR S ALONG SAID R/W 1617.54 FT TO PB CONT S ALG SAID R/W 20 FT S 14 DEG W 503.31 FT S 79 DEG E 224.44 FT S 34.78 FT W458.36 FT N 14 DEG E 317.14 FT S 75 DEG E 190 FT N 14 DEG E TO POB ALSO COM INT N LINE SEC & R/W

Exhibit B

HAVEN ACRES CAT SANCTUARY, INC.

WASTE MANAGEMENT PLAN

Waste and refuse is placed in a large refuse container (dumpster) and emptied weekly by a private contractor at the expense of Haven Acres Cat Sanctuary.

Exhibit C

HAVEN ACRES CAT SANCTUARY, INC.

ODOR CONTROL PLAN

PURPOSE: To provide for an efficient and effective means of eliminating or reducing odors from within and around the grounds of the Sanctuary and minimize the impact of such on the grounds, visitors and surrounding properties.

PROCEDURE: The following procedures and methods for odor control will be utilized by all staff/volunteers as indicated to minimize and/or eliminate foul or obnoxious odors emanating from within Haven Acres Cat Sanctuary. Each staff member or volunteer shall be required to read this Odor Control Plan and comply with its requirements.

1. **LITTER BOXES**: Litter boxes will be cleaned of all feces and urine soaked litter a minimum of 3 times per week. In the event the litter is badly soiled, it will be disposed of and replaced with fresh litter. Compressed pine pellets will be utilized as the primary litter due to its higher odor and moisture absorbency as compared to clay litter. In instances where pine litter is not acceptable or is rejected by the cats, clay litter will be substituted for approximately 50% of the pine pellets. Any time the sides of the litter box are badly soiled, it will be replaced with a clean litter box that has been disinfected. The soiled litter box will be taken to the wash area for cleaning and disinfecting with a strong bleach solution.

2. **PENS**: Each pen will have a minimum of 1 LARGE litter box available for the cats to eliminate in. To encourage the cats to utilize these litter boxes, they will be cleaned regularly as elaborated above. All pens will be raked a minimum of twice weekly to remove feces and debris (leaves, limbs, etc.). In the event the cats eliminate excessively onto the dirt, those areas will be "spot raked" as needed. When bedding is applied to the pens or placed into shelter areas within the pens a mixture of pine and cedar shavings will be utilized to minimize odor and also to repel insects (flies, fleas, etc).

3. **STRUCTURES**: All structures and/or shelters utilized by the cats will be cleaned, disinfected and deodorized with "Odor-Ban" or a similar product at least once a month. If they become excessively soiled, they will be cleaned as needed. Shelters, such as plastic totes, barrels, etc. which are used primarily for sleeping/lounging will have bedding in them of either pine/cedar shavings or blankets/towels. This bedding will be replaced with clean bedding as needed.

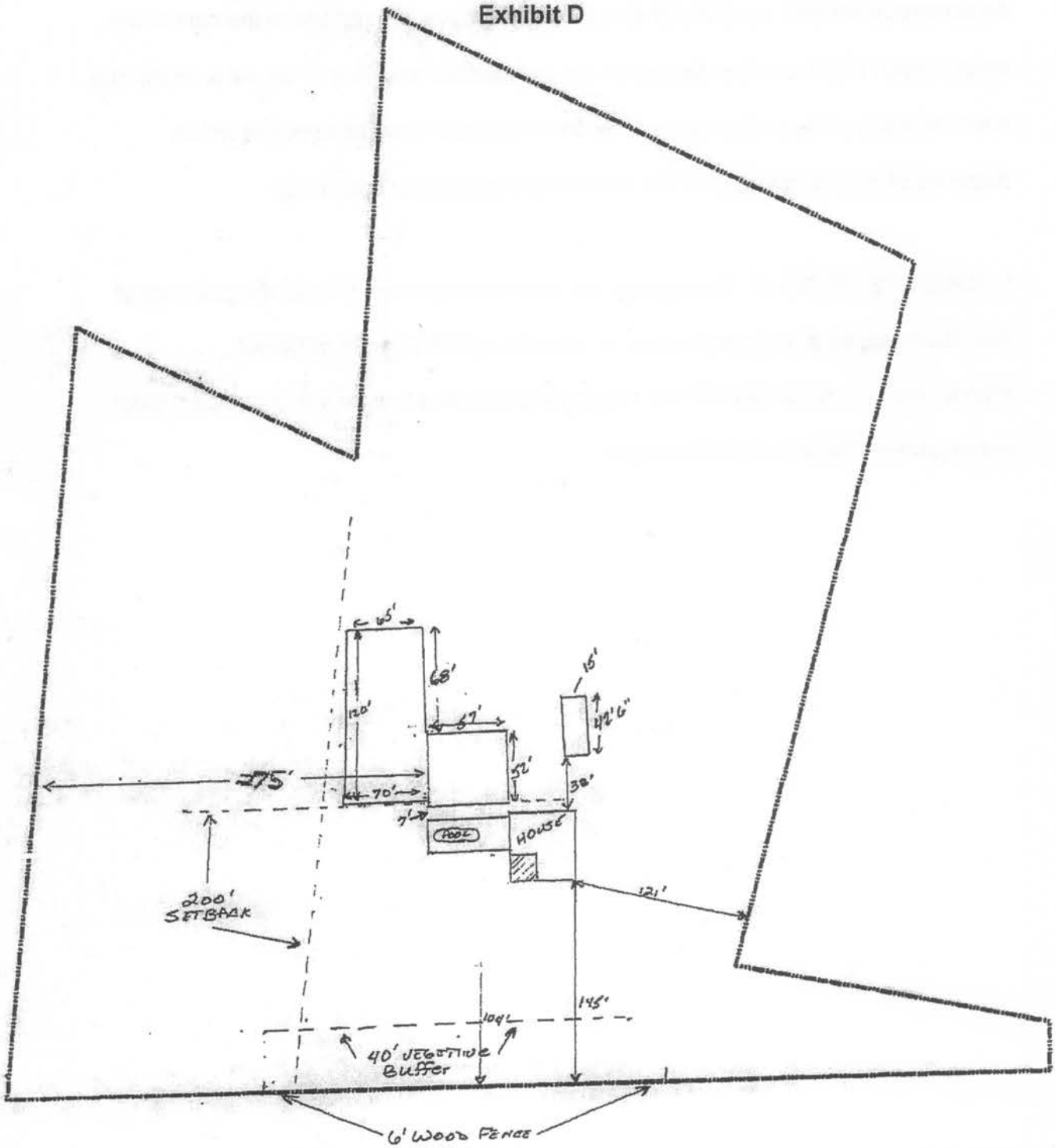
4. **USED LITTER**: Used litter from litter boxes and raking of the pens will be placed into plastic trash bags, sealed and placed into the dumpster located on the premises. When placing the bags into the dumpster, care will be utilized to prevent tearing of the bags as much as possible. Pails and buckets used to collect plastic bags for transport to the dumpster will have lids placed on them whenever possible, or, if lids are not available, the bags must be folded or twisted.

5. **GROUNDS**: The ground/dirt in the pens will be treated with a commercial deodorizing agent or enzyme treatment whenever needed and as available. Such treatment should

be accomplished with a product that is biodegradable and harmless to the cats or the environment. In the event such agents are unavailable rototilling of the pens and/or the removal of any urine soaked soil will be accomplished. Any soil removed will be disposed of in accordance with the waste disposal plan for this facility.

6. **CHANGES TO PLAN**: Changes to the Odor Management Plan to allow for use of new technologies or techniques may be allowed by the Director of Growth Management. In no case shall any requested changes allow for a less stringent Odor Management Plan than outlined above.

Exhibit D



N

100 50 0 100 200

Feet

1 inch = 100 feet

Haven Acres Cat Sanctuary,
Special Exception Site Plan

EXHIBIT B

ALACHUA COUNTY
DEPARTMENT OF GROWTH MANAGEMENT

10 S.W. 2nd Avenue Third Floor Gainesville, Florida 32601-6294
Tel: (352) 374-5249 Fax: (352) 338-3224
Home Page: www.alachuacounty.us

Steven Lachnicht, AICP
Director
Growth Management

Richard Wolf
Assistant Director
Growth Management

Ken Zeichner, AICP
Principal Planner
Comprehensive Planning

Tom Webster
Housing Program Manager

Brenda Wheeler
Development Review Manager

John Freeland, CBO
Building Official

Jonathan Paul, AICP,MA2
Concurrency and Impact Fee Manager

June 13, 2011

Haven Acres Cat Sanctuary, Inc.
% Steven P. and Pennie W. Lefkowitz
21023 Railroad Avenue
High Springs, FL 32643

RE: Notice of Initiation of Revocation (Zoning Application #ZOX-01-10) for Special Exception approved in Resolution Z-10-03 for Tax Parcel No. 01514-005-000 located at 21023 Railroad Avenue, High Springs, FL 32643

Dear Mr. and Mrs. Lefkowitz:

This letter is to formally advise you that the Alachua County Department of Growth Management is initiating a revocation request on your Special Exception approved in Resolution Z-10-03. In paragraph 14 of the conditions of this resolution it states as follows:

> **14. Failure to Comply with Conditions.** Failure to comply with the Conditions of this Special Exception may result in penalties or enforcement consistent with Chapter 409 of the Unified Land Development Code.

Chapter 409 of the Unified Land Development Code provides remedies and enforcement powers which include the following:

> **Section 409.04(g) Revoke Permits & Approvals.** Any permit or other form of authorization required under this ULDC may be revoked by the Board of County Commissioners in accordance with Section 402.177.

Section 402.177 addresses Development Revocations and in paragraph (a) states the following:

> (a) **Initiation of Revocation, Modification or Suspension of Development Approval.** Development approval, including but not limited to rezonings, plats, site plans, development plans, certificates of level of service compliance for concurrency requirements, vested rights determinations, and construction and building permits, may be revoked, modified, or suspended by the Board of County Commissioners, at a public hearing upon due public notice, when it has been demonstrated and found that the development approval was granted on the basis of a clear and material misrepresentation of fact by the applicant or on the basis of a clear and material error of law, or there has been clear and material noncompliance with the conditions for approval. A proposed action to revoke, modify, or suspend a development approval may only be initiated by county staff. Upon discovery of such an erroneous development approval or noncompliance or deficiency of development activity with respect to the development approval, the county shall notify the owner, developer and other responsible parties, such as the engineer of record, the contractor or any known holders of any mortgages, by certified mail within five working days of discovery of the error or deficiency. The responsible parties shall bear all risks and responsibility for any work undertaken after notification of the error or deficiency. Upon determining that the error or deficiency poses an immediate threat to public health or safety, the director of the agency granting the development approval shall have the power to authorize or issue stop work orders. The responsible parties shall respond to the error or deficiency notice by certified mail within 15 working days with a proposal for corrective action to remedy the error or deficiency. The county shall evaluate and respond to the responsible parties within 10 working days with either an acceptance of the responsible parties' proposal or with an alternative recommendation for corrective action. If the responsible parties' recommendation is not accepted within ten working days, the responsible parties shall have an additional 15 working days to negotiate an acceptable resolution with the county. If resolution cannot be reached, the county may proceed with revocation, modification, or suspension procedures as outlined in this section. At least 15 days prior to the public hearing before the Board, notice shall be provided by certified mail to the applicant for the development approval, all owners of record of property within the portions of the development approval to be revoked, and to other property owners to the same extent as was required for the subject development approval setting forth specific allegations to support the proposed action.

The Special Exception granted by the approval of Resolution Z-10-03 was a rezoning action for a private animal shelter within the "A" (Agriculture) District on approximately 8.0 acres located at 21023 Railroad Avenue in unincorporated Alachua County on Tax Parcel Number 01514-005-000. The Resolution was approved by the Alachua County

Board of County Commissioners with specified conditions and bases which are required to be met. It is the determination of the Growth Management Department that several violations of the conditions have occurred which justifies the action to revoke this special exception.

In accordance with Section 402.177(a) of the Unified Land Development Code (ULDC), the Growth Management Department is notifying you as the owner and responsible party that staff is initiating action to revoke your Special Exception due to clear and material noncompliance with conditions of approval. You have 15 working days from receipt of this letter to respond by certified mail with a proposal for corrective action to remedy the errors or deficiencies. If no response is received we will proceed with scheduling a Public Hearing before the Board of County Commissioners.

As an alternative under Condition # 1 of the Special Exception you may cease operating the private animal shelter and submit an application to terminate the special exception. Alachua County also may initiate action to terminate the special exception if operators cease operating the private shelter.

Specifically, the conditions that have been violated are documented as follows:

Condition # 2: Maximum Capacity. The shelter shall be limited to a maximum capacity of 256 cats as of the approval of this special exception (February 9, 2010). The applicant shall then reduce the number of cats in the facility over a period of 6 months through adoption or other means, to a maximum of 200 cats. If at any time the number of cats in the facility exceeds the maximum allowed by this schedule, it shall be considered a violation of this special exception.

Inspections conducted by the Public Works Department - Division of Animal Services and the Growth Management Department on June 7 & 8, 2011 revealed that the number of cats found on the property were in excess of 200 animals. A total of 697 cats were counted, captured, and removed from the premises on these dates under a criminal inspection warrant. This was done for the safety and well being of the cats.

Condition # 3: Setbacks. Within 10 months of the adoption date (December 9, 2010), all pens and cages where cats will be housed shall be located approximately 200 feet away from the property boundaries as depicted on the map, drawn to scale, hereby attached and incorporated by reference as Exhibit D. This setback does not apply to the garage. Cats shall be housed within these pens or cages at all times.

Inspections on June 7 & 8, 2011 revealed that a large quantity of cats were being housed in several pens and cages located in a storage shed and plywood enclosure covered with tarps that was 52 feet from the south property line and 57 feet from the east property line. In addition there were 44 cats being housed without cages in a travel trailer that was located 117 feet from the south property line, south of the main house and west of the storage shed. Both the storage shed with enclosure and travel

trailer housing cats were located within the 200 foot setback of the south property line (where no cats were to be housed) in violation of setback requirements in condition #3.

Condition # 5: Facility Design. Facilities designed to house cats outside shall be consistent with 9 CFR Section 3.4 (2009), Outdoor Housing Facilities. Animals restricted from using outdoor housing facilities due to sickness, infirmity, old or young age, shall be housed in sheltered facilities consistent with 9 CFR Section 3.3 (2009), Sheltered Housing facilities. Sheltered facilities shall be properly permitted, as may be necessary, through the Alachua County Building Department. Sheltered facilities shall be provided within 6 months of the adoption date of this Special Exception.

Observations during the inspection on June 7, 2011 revealed that several provisions of the Facility Design requirements found in the above referenced document providing standards for the specification for the humane handling, care, treatment and transportation of cats found in the USDA were not in compliance. This included adequate cooling and ventilation of sheltered housing. Ventilation for sheltered housing was not sufficient to provide for the health and well-being of the cats, or to minimize odors, drafts, ammonia levels, and moisture condensation. Surfaces were found to be worn or soiled and were not readily cleaned and sanitized. Cats were found in outdoor housing facilities that were sick and infirm and must not be kept in outdoor facilities.

Condition # 6: County Inspections. Inspections by the Alachua County Code Enforcement Office shall be conducted quarterly for the first year after the approval date of this special exception and the applicant shall demonstrate the intent to comply with the conditions of this permit. After 6 months from the date of approval of this special exception, the site shall be inspected in order to confirm that the number of cats on the site has been reduced to the maximum of 200, and that sheltered housing facilities have been provided. After 1 year of quarterly inspection, the site shall be inspected on at least an annual basis. Inspections may be conducted by any division of Alachua County government, as may be necessary to ensure the health and safety of the animals, as well as compliance with the Conditions of this special exception.

The six month inspection accomplished on May 13, 2010 confirmed that the number of cats had been reduced to 206 cats. The 10 month inspection on December 16, 2011, verified that the facility had fewer than 200 cats and was at that time in compliance with the conditions of the special exception. The Annual Inspection on February 11, 2011 confirmed that the site was in compliance with the conditions of the special exception. Inspections in response to odor complaints in March of 2011 confirmed compliance with the odor and waste management plan at that time. The Health Department was requested to do an independent sanitary nuisance investigation due to odor complaints received and conducted an inspection on April 7, 2011 in which no sanitary nuisance violations were found. On May 18, 2011 in response to an animal cruelty complaint the Animal Services Division along with a representative of the ASPCA made a determination that the facility had numerous animal care and handling violations. In response to this inspection a criminal inspection warrant was obtained and the warrant was served on June 7, 2011. At that time it was determined that a total of 697 cats

were on the premises which were removed for their health and well-being.

Condition # 7 Veterinary Services. The facility shall establish a veterinary service plan with one or more local licensed veterinarians. All cats brought into the animal shelter shall be isolated until they are spayed/neutered and receive vaccines and anthelmintics against the following common contagious disease and parasites:

a. *Rabies, administered by a licensed veterinarian*
b. *Panleukopenia, feline viral rhinotracheitis, calici virus, chlyamydia psittaci (combination vaccine FvrCCP)*
c. *Hookworms*
d. *Roundworms*

No Veterinarian Service Plan was found or program established for adequate administration of these requirements.

Condition # 8: Licensing and Recordkeeping. Cats housed at the facility shall not be required to be licensed until they are adopted by private owners. All cats shall be photographed upon arrival at the site, and implanted with an identifying microchip for monitoring and recordkeeping purposes within six months of arrival. Complete records shall be maintained for each cat, showing when they arrived at the facility, received the required veterinary ser4vices, received any additional veterinary services, and were adopted or transferred from the facility. Records shall include the serial number of the microchip implanted in the cat as well as other information that may aid in identification of the animal.

Records were found to be inadequate, incomplete, and or nonexistent for the majority of the cats found on the premises.

Condition # 9: Care of Cats Onsite. Cats that are suspected of having contagious disease must be removed from the community pens and isolated from healthy cats with the facility. Decisions to reintroduce isolated cats to community pens shall be based upon the advice of a licensed veterinarian. In addition, any cat that is exhibiting vicious or overly aggressive disposition must also be house separately. An effective program for the control of insects and other external parasites affecting cats must be established and maintained so as to promote health and well-being of the cats and reduce pest contamination.

Numerous cats were found to exhibit symptoms of contagious disease during the inspection of June 7, 2011 in the community pens. No records were found to verify that a licensed veterinarian has provided advice or approval for the re-introduction of isolated cats back to the community pens. Conditions on June 7, 2011 within several pens, cages, trailer and enclosures were deplorable with soiled surfaces, ammonia odors within enclosed buildings, fecal materials outside of litter boxes, litter box wastes and solid waste not properly disposed of, and maggots observed in waste bags of litter.

Condition # 10: Waste Management. A Waste Management Plan that details handling of solid and medical waste has been provided and shall be adhered to during operation of the site. The Waste Management Plan is included as Exhibit B.

Again, conditions observed on June 7, 2011 within several pens, cages, trailer and enclosures were deplorable with soiled surfaces, ammonia odors within enclosed buildings, fecal materials outside of litter boxes, litter box wastes and solid waste not properly disposed of, and maggots observed in waste bags of litter. At least six bags of soiled litter box wastes lay on the ground, carpet remnants with fecal deposits were observed and the dumpster was overflowing and not sanitized.

Condition # 11: Odor Management. The Odor Management Plan included as Exhibit C shall be adhered to.

Testing was conducted by Gainesville Fire Department to ensure the safety of rescue personnel onsite which showed high concentrations of ammonia in several areas housing cats. Strong odors of ammonia were found in the travel trailer containing 44 cats, in the sun room and in the garage/ infirmary. No evidence of Odor Ban or other control sprays were observed during the June 7, 2011 Inspection. Although no odors were observed at the south and east property lines, odors were present in the pens and around cages and enclosures.

Please be advised that the Office of Code Enforcement will be contacting you concerning several other code compliance issues regarding your property including but not limited to unserviceable or inoperable vehicles, accumulation of junk, improvement of property without permits and hazardous land or dangerous structures.

If you have any questions regarding the information contained within this notice please feel free to contact me.

Sincerely,

Steven Lachnicht
Director

cc: Randal H. Reid, County Manager
David Wagner, County Attorney
David Flagler, Animal Services Director

AFFIDAVIT OF INDIVIDUAL SERVICE

Person to be served: Haven Acres Cat Sanctuary, Inc.
% Steven P. and Pennie W. Lefkowitz
Address: 21023 Railroad Avenue
High Springs, FL 32643

PLAINTIFF: **ALACHUA COUNTY**
-VS-
DEFENDANT: **Haven Acres Cat Sanctuary, Inc.**
% Steven P. and Pennie W. Lefkowitz

Alachua County Code Enforcement
10 Southwest 2nd Avenue
Gainesville, Florida 32601

Type of Writ: Notice of Initiation of Revocation (Zoning Application #ZOX-01-10) for Special Exception approved in Resolution Z-10-03 for Tax Parcel No. 01514-005-000 located at 21023 Railroad Avenue, High Springs, FL 32643

Received the above-named writ on this 13th of June, 2011
and served the same on this 13th day of June, 2011, @ 3:40 P.m.
In Alachua County, Florida, as follows:

Individual service.

By delivering a true copy of this writ together with a copy of initial pleadings, if any, with the date and hour of service endorsed thereon by me, to wit:

Steven P. and Pennie W. Lefkowitz, and informing said person of their contents.
(Name)

Signature of server: Richard E. Wolf.

The foregoing instrument was acknowledged before me
on this 13th day of June, 2011.

Katharine P. Bruning
Notary Public, State at large

KATHARINE P. BRUNING
MY COMMISSION # EE 038570
EXPIRES: December 22, 2014
Bonded Thru Notary Public Underwriters

EXHIBIT C

Haven Acres Cat Sanctuary, Inc.
21023 Railroad Avenue
High Springs, FL 32643
Certified mail #70110470000030150683

June 17, 2011

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

RE: Voluntary Termination of Special Exception to Operate a Private Animal Shelter on Tax Parcel #01514-005-000

Dear Commissioners:

This letter is in response to the Notice of Initiation of Revocation for the Special Exception received by Haven Acres Cat Sanctuary, Inc. on June 14, 2011. We request termination of the Special Exception granted by Resolution Z-10-33 for the operation of a private animal shelter located at 21023 Railroad Avenue on Tax Parcel No.01514-005-000 based on non-compliance with the special exception conditions listed in the letter dated June 13, 2011 from Steve Lachnicht to us.

In accordance with Condition #1 of the above referenced resolution the operators agree to cease operating the private animal shelter at this time and request that the special exception providing for such operation be terminated.

Your assistance in this matter is deeply appreciated.

Sincerely,

Steven P. Lefkowitz

Pennie W. Lefkowitz

cc: Steve Lachnicht, Growth Management Director

EXHIBIT D

21023 RAILROAD AVE COM INT N LINE SEC & SLY R/W SCL RR S ALONG SAID R/W 1617.54 FT TO PB CONT S ALG SAID R/W 20 FT S 14 DEG W 503.31 FT S 79 DEG E 224.44 FT S 34.78 FT W458.36 FT N 14 DEG E 317.14 FT S 75 DEG E 190 FT N 14 DEG E TO POB ALSO COM INT N LINE SEC & R/W

Article 28 Appeal Procedures

402.176 Development Plan Appeals

(a) Petition Filing Deadline

Any person with legal standing who wishes to challenge a final decision on a development plan, including a denial of an application for preliminary development plan approval, shall file a written petition for hearing, along with the appropriate fee, with the Department within 21 days from the date of final decision. A person with notice of a final decision on a development plan who fails to file a written petition for hearing within 21 days waives the right to request a hearing on such matters.

(b) Contents of Petition

The petition shall include a sworn statement of the particular bases for the challenge, the specific Comprehensive Plan or ULDC provisions alleged to be applied in error, and the different result which would occur if the appropriate provisions were correctly applied.

(c) Referral to Hearing Officer

Upon receipt by the Director of a timely petition for hearing, the matter shall be promptly assigned to an administrative law judge from the Division of Administrative Hearings or to an independent hearing officer selected by the County who has been a member of the Florida Bar in good standing for the past five years. The Director shall file with the hearing officer the petition for hearing and the minutes of the meeting that the final decision on a development plan was made. The decision making body may reconsider its decision at any time prior to the start of the administrative hearing.

(d) Hearing Procedures

The hearing shall be conducted within 90 days of referral to the hearing officer, unless otherwise mutually agreed by the parties. Hearings shall be open to the public and shall be advertised in a newspaper of general circulation not less than 15 days prior to the date of the hearing. The hearing shall be a de novo proceeding (a new evidentiary hearing). Venue shall be in Alachua County. The applicant and the County shall equally share the cost of conducting the hearing, including the services of the hearing officer and court reporter. The following state administrative Uniform Rules of Procedure, with modifications noted below, are hereby incorporated by reference and shall govern the hearing: Rules 28-106.102 (Presiding Officer); 28-106.103 (Computation of Time); 28-106.104(1) through (6) (Filing; except that "agency clerk" shall refer to the applicable County Department); 28-106.105 (Appearances; except that parties may represent themselves without counsel and without meeting the requirements of a "qualified representative"); 28-106.109 (Notice to Interested Parties); 28-106.110 (Service of Papers); 28-106.204 (Motions); 28-106.204 (Intervention); 28-106.206 (Discovery); 28-106.208 (Notice of Hearing; except that the County shall prepare and serve the notice); 28-106.209 (Prehearing Conferences); 28-106.211 (Conduct of Proceedings); 28-106.212 (Subpoenas); and 28-106.213 (Evidence), Florida Administrative Code.

(e) Burden of Proof

A person challenging a final decision on a development plan shall have the burden of demonstrating that the decision is inconsistent with the Alachua County Comprehensive Plan or this ULDC, that the decision making body exceeded its authority, or that the decision is plainly erroneous or unreasonable. The decision making body's decision shall be entitled to a presumption of correctness.

(f) Final Order

Within the later of 45 days after the conclusion of the hearing or 45 days after the filing of the hearing transcript, if one is ordered, the hearing officer shall issue a written final order upholding or reversing the final decision on a development plan. The original of the hearing officer's written decision shall be filed with the Director and the clerk to the Board of County Commissioners, and copies shall be mailed to the applicant and other parties to the hearing.

(g) Judicial Review

Any person aggrieved by a decision of a hearing officer under this Chapter may challenge the decision in the circuit court for the eighth judicial circuit, but only if the person has legal standing. The County qualifies as a person with standing to appeal. If the aggrieved person decides to challenge the decision, he or she shall file a petition for writ of certiorari with the clerk of the circuit court not later than 30 days after the decision of the hearing officer is filed with the clerk to the Board of County Commissioners. The record before the circuit court shall consist of the complete record of the proceedings before the hearing officer. No person may apply to a court for relief from the development decision unless the person has first exhausted the remedies provided herein.

(h) Effect of Challenges and Appeals

The timely filing of a petition for administrative hearing or action or appeal in a court of law, challenging a final decision on a development plan, shall have the effect of staying the development approval, unless the applicant furnishes the County with a properly executed waiver of claims, release from liability and hold harmless instrument, in a form approved by the County Attorney, that protects the County from liability for the issuance of further development permits for the project while the legal challenge is pending. No construction, building, or other development permits that depend upon the development approval shall be issued, unless the aforementioned waiver is provided.

402.177 Development Revocation

(a) Initiation of Revocation, Modification or Suspension of Development Approval

Development approval, including but not limited to rezonings, plats, site plans, development plans, certificates of level of service compliance for concurrency requirements, vested rights determinations, and construction and building permits, may be revoked, modified, or suspended by the Board of County Commissioners, at a public hearing upon due public notice, when it has been demonstrated and found that the development approval was granted on the basis of a clear and material misrepresentation of fact by the applicant or on the basis of a clear and material error of law, or there has been clear and material noncompliance with the conditions for approval. A proposed action to revoke, modify, or suspend a

development approval may only be initiated by county staff. Upon discovery of such an erroneous development approval or noncompliance or deficiency of development activity with respect to the development approval, the county shall notify the owner, developer and other responsible parties, such as the engineer of record, the contractor or any known holders of any mortgages, by certified mail within five working days of discovery of the error or deficiency. The responsible parties shall bear all risks and responsibility for any work undertaken after notification of the error or deficiency. Upon determining that the error or deficiency poses an immediate threat to public health or safety, the director of the agency granting the development approval shall have the power to authorize or issue stop work orders. The responsible parties shall respond to the error or deficiency notice by certified mail within 15 working days with a proposal for corrective action to remedy the error or deficiency. The county shall evaluate and respond to the responsible parties within 10 working days with either an acceptance of the responsible parties' proposal or with an alternative recommendation for corrective action. If the responsible parties' recommendation is not accepted within ten working days, the responsible parties shall have an additional 15 working days to negotiate an acceptable resolution with the county. If resolution cannot be reached, the county may proceed with revocation, modification, or suspension procedures as outlined in this section. At least 15 days prior to the public hearing before the Board, notice shall be provided by certified mail to the applicant for the development approval, all owners of record of property within the portions of the development approval to be revoked, and to other property owners to the same extent as was required for the subject development approval setting forth specific allegations to support the proposed action.

(b) Petition Filing Deadline

Any person with legal standing who wishes to challenge an action by the Board to revoke, modify, or suspend a development approval shall file a written petition for hearing, along with the appropriate fee, with the Department within 21 days from the date the Board took action and announced its final decision. A person with notice of the Board's decision who fails to file a written petition for hearing within 21 days waives the right to request an administrative hearing on such matters.

(c) Contents of Petition

The petition shall include a sworn statement of the particular bases for the challenge, the specific Comprehensive Plan or ULDC provisions alleged to be applied in error, and the different result which would occur if the appropriate provisions were correctly applied.

(d) Referral to Hearing Officer

Upon receipt by the Director of a timely petition for hearing, the matter shall be promptly assigned to an administrative law judge from the Division of Administrative Hearings or to an independent hearing officer selected by the County who has been a member of the Florida Bar in good standing for the past five years. The Director shall file with the hearing officer the petition for hearing and the minutes of the Board meeting. The Board may reconsider its decision at any time prior to the start of the administrative hearing.

(e) Hearing Procedures

The hearing shall be governed by the procedures in §402.176(d), Development Plan Appeals, hereby incorporated by reference.

(f) Burden of Proof

A person challenging a decision of the Board to revoke, modify, or suspend a development approval shall have the burden of demonstrating that the decision is inconsistent with the Alachua County Comprehensive Plan or this ULDC, that the Board exceeded its authority, or that the decision is plainly erroneous or unreasonable. The Board's decision shall be entitled to a presumption of correctness.

(g) Final Order

Within the later of 45 days after the conclusion of the hearing or 45 days after the filing of the hearing transcript, if one is ordered, the hearing officer shall issue a written final order upholding or reversing the Board's decision. The original of the hearing officer's written decision shall be filed with the Director and the clerk to the Board of County Commissioners, and copies shall be mailed to the applicant and other parties to the hearing.

(h) Judicial Review

Appeals of the hearing officer's decision shall be governed by §402.176(g), Judicial Review on development plan appeals, hereby incorporated by reference.

402.178 Interpretation of the ULDC

(a) Petition Filing Deadline

Any person with legal standing who wishes to challenge an interpretation of the ULDC shall file a written petition for hearing, along with the appropriate fee, with the Department within 21 days from receipt of notice of the Director's interpretation. A person with notice of the Director's interpretation who fails to file a written petition for hearing within 21 days waives the right to request an administrative hearing on such matters.

(b) Contents of Petition

The petition shall include a sworn statement of the particular bases for the challenge, the specific Comprehensive Plan or ULDC provisions alleged to be applied in error, and the different result which would occur if the appropriate provisions were correctly applied.

(c) Referral to Hearing Officer

Upon receipt by the Director of a timely petition for hearing, the matter shall be promptly assigned to an administrative law judge from the Division of Administrative Hearings or to an independent hearing officer selected by the County who has been a member of the Florida Bar in good standing for the past five years. The Director shall file with the hearing officer the petition for hearing, request for interpretation, and the Director's written interpretation. The Director may reconsider his or her decision at any time prior to the start of the administrative hearing.

(d) Hearing Procedures

The hearing shall be governed by the procedures in §402.176(d) of this Article, hereby incorporated by reference.

(e) Burden of Proof

A person challenging an interpretation of the Director shall have the burden of demonstrating that the decision is inconsistent with the Alachua County Comprehensive Plan or this ULDC, that the Director exceeded his or her authority, or that the decision is plainly erroneous or unreasonable. The Director's interpretation, if reasonable, shall be afforded great deference and shall be entitled to a presumption of correctness.

(f) Final Order

Within the later of 45 days after the conclusion of the hearing or 45 days after the filing of the hearing transcript, if one is ordered, the hearing officer shall issue a written final order upholding or reversing the Director's interpretation. The original of the hearing officer's written decision shall be filed with the Director and the clerk to the Board of County Commissioners, and copies shall be mailed to the applicant and other parties to the hearing.

(g) Judicial Review

Appeals of the hearing officer's decision shall be governed by §402.176(g) of this Article, hereby incorporated by reference.

402.179 Other Development

Appeals of all other final development decisions shall be by petition for writ of certiorari filed in the Circuit Court for Alachua County within 30 days of the date of the final development decision.

ZOR-01-11
Haven Acres Special Exception Revocation

Board of County Commissioners
Public Hearing

7/12/2011

Purpose

- Public Hearing to revoke the Special Exception for Haven Acres Cat Sanctuary (ZOX-01-10) for clear and material non-compliance with the conditions of approval

7/12/2011

Purpose

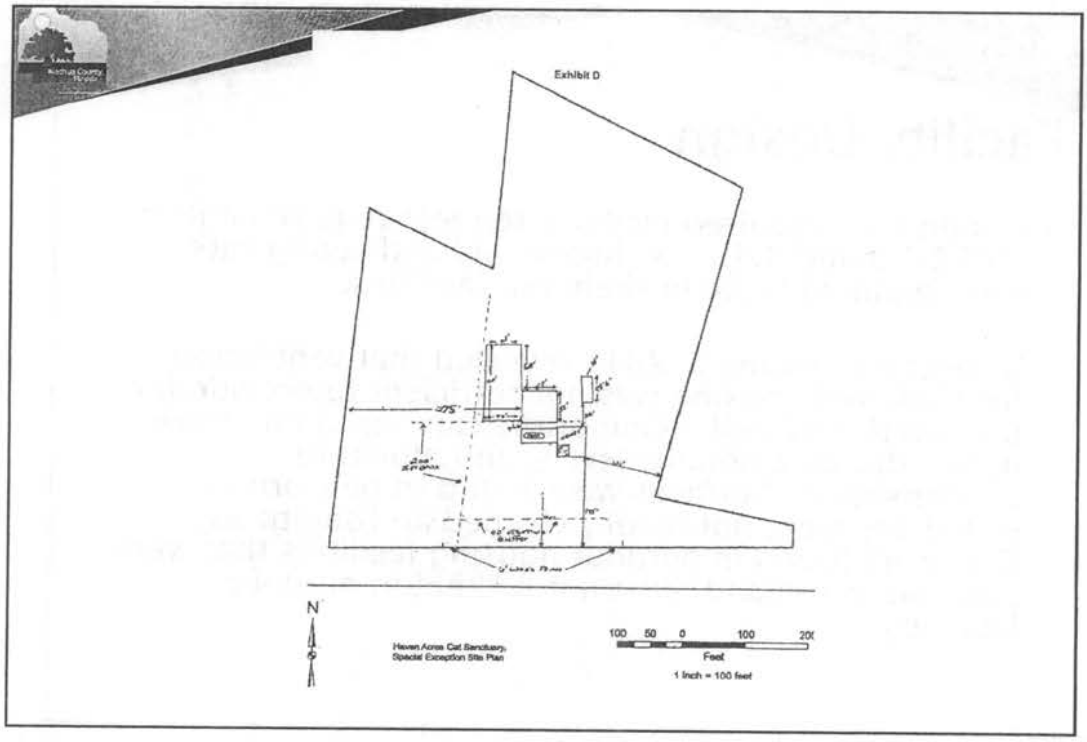
- Condition #14 allows the Board to revoke the Special Exception for Failure to Comply with Conditions
- Section 409.04(g) Revoke Permits & Approvals
- Section 402.177(a) Initiation of Revocation, Modification or Suspension of Development Approval
  - Rezoning may be revoked by the Board of County Commissioners at a Public Hearing upon due public notice when it is demonstrated there has been a clear and material noncompliance with the conditions of approval.

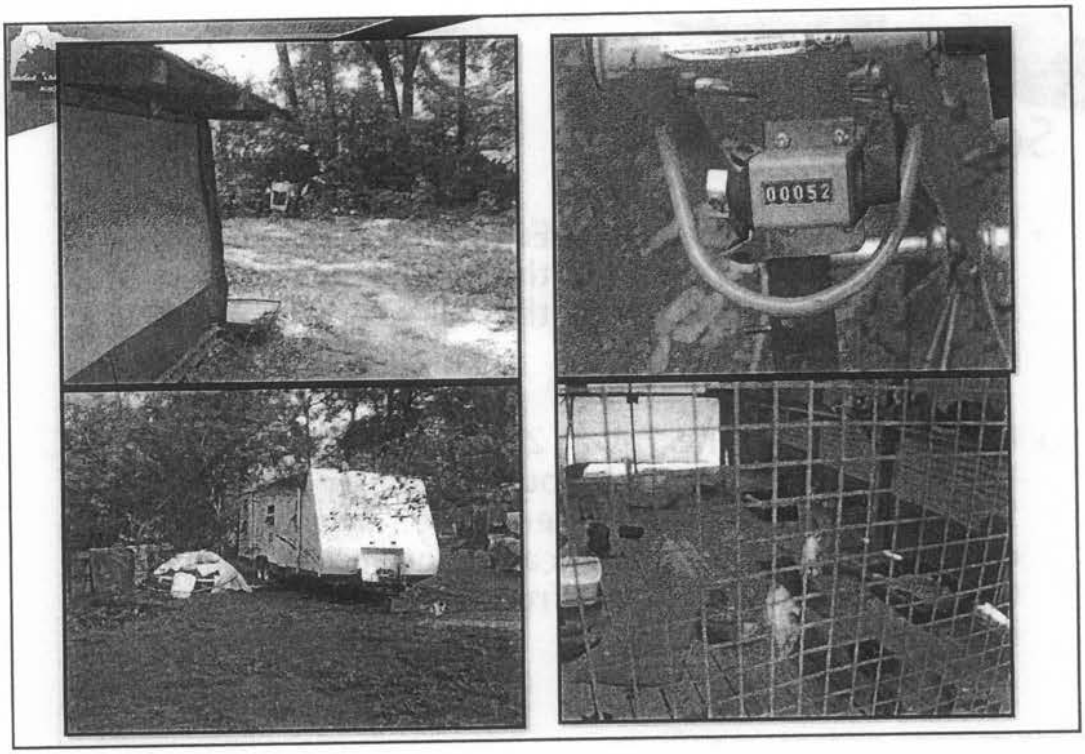
Maximum Capacity

- Condition 2 established a maximum capacity of 200 cats.
- Inspection by Division of Animal Services and the Growth Management Department on June 7 & 8, 2011 revealed that the number of cats on the property was 697

Setbacks

- Condition 3 of the Special Exception required setbacks of 200 feet from the property boundaries. Also required that all cats be kept in cages or enclosures.
- Inspections on June 7 & 8, 2011 showed cats housed 52 feet from the south property line and 57 feet from the east property line. In addition cats were housed without cages in a travel trailer that was located 117 feet from the south property line.





Facility Design

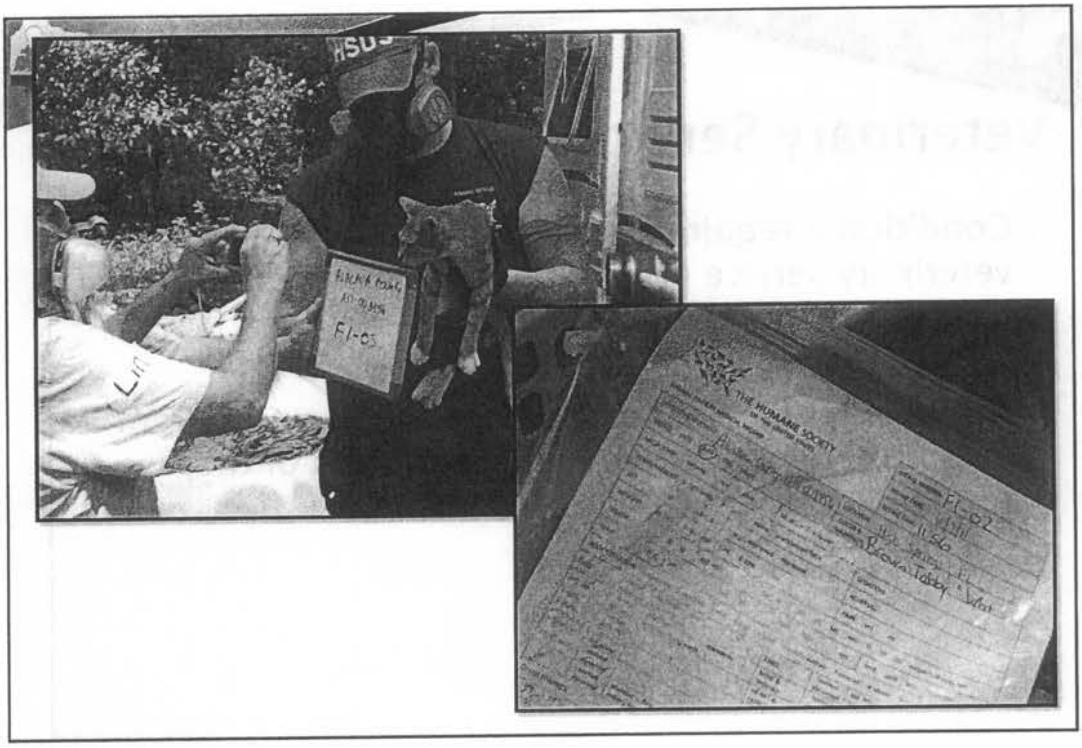
- Condition 5 required facilities to meet requirements of 9 CFR 3.3 and 3.4. Sick, infirm, old and young cats were required to be in sheltered facilities.
- Inspection on June 7, 2011 revealed that ventilation for sheltered housing was not sufficient to provide for the health and well-being of the cats, or to minimize odors, drafts, ammonia levels, and moisture condensation. Surfaces were found to be worn or soiled and were not readily cleaned and sanitized. Cats were found in outdoor housing facilities that were sick and infirm and must not be kept in outdoor facilities.

Veterinary Services

- Condition 7 required the facility establish a veterinary service plan with one or more local licensed veterinarians.
- No Veterinarian Service Plan was found or program established for adequate administration of these requirements.

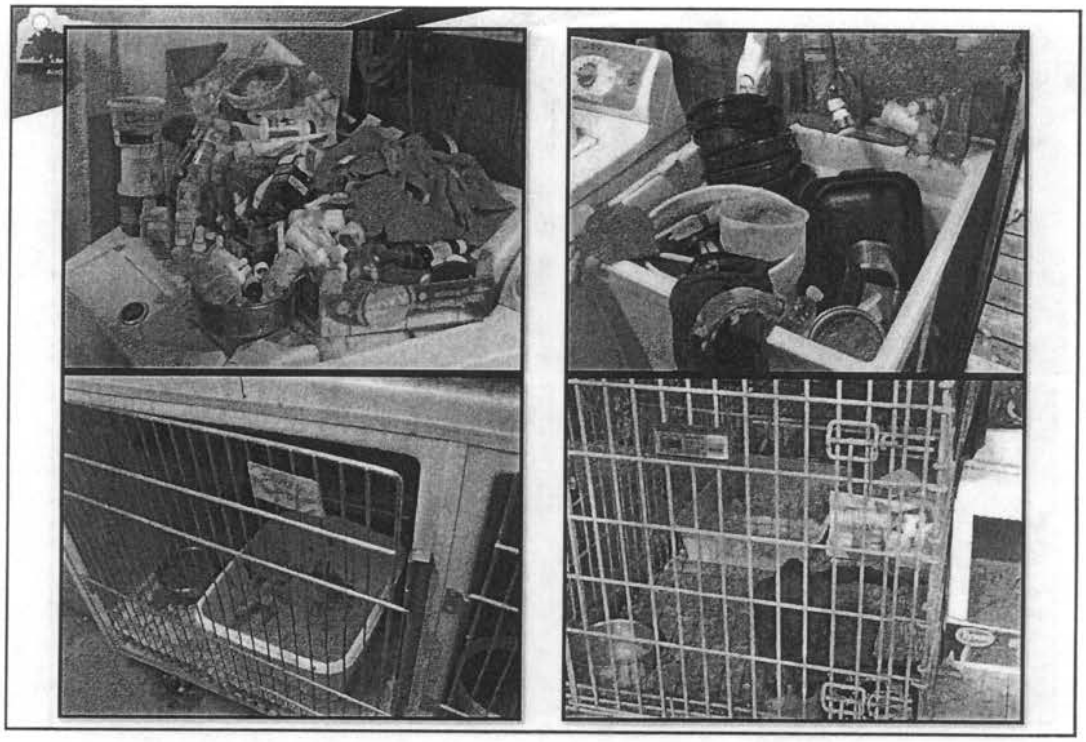
Licensing and Recordkeeping

- Condition 8 of the Special Exception establishes standards and procedures to ensure that each cat at the facility is identified and kept track of while at the facility.
- Records were found to be inadequate, incomplete, and or nonexistent for the majority of the cats found on the premises.



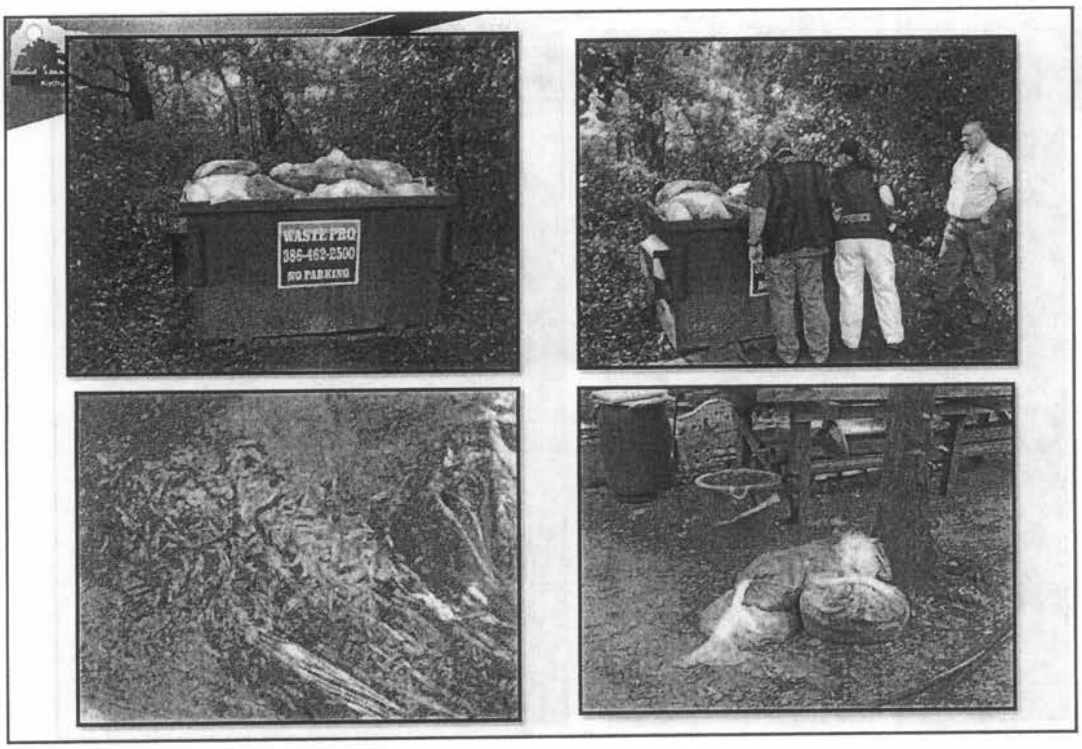
Care of Cats Onsite

- Condition 9 required that cats suspected of having contagious disease or exhibiting aggressive dispositions must be and isolated from healthy cats. Also, an effective program for the control of insects and other external parasites affecting cats was required.
- Numerous cats were found to exhibit symptoms of contagious disease during the inspection of June 7, 2011 in the community pens. No records were found to verify that a licensed veterinarian has provided advice or approval for the re-introduction of isolated cats back to the community pens.



Waste Management

- Condition 10 require that the submitted Waste Management Plan be adhered to during operation of the site.
- Conditions observed on June 7, 2011 included soiled surfaces, ammonia odors within enclosed buildings, fecal materials outside of litter boxes, litter box wastes and solid waste not properly disposed of, and maggots observed in waste bags of litter. At least six bags of soiled litter box wastes lay on the ground, carpet remnants with fecal deposits were observed and the dumpster was overflowing and not sanitized.



Odor Management

- Condition 11 requied adherence to the submitted odor management plan.
- No evidence of Odor Ban or other control sprays were observed during the June 7, 2011 Inspection. No odors were observed at the south and east property lines but were present in the pens and around cages and enclosures.

Dear County Commissioners, July 11, 2011

I am writing this letter on behalf of several homeowners of the Edgemoor subdivision in High Springs about the action to revoke the license of the Havens Acres Cat Sanctuary. This "sanctuary" (as we see now it never was really a sanctuary was it?) has been nothing but a nuisance to those of us who have had to live by it. We hope at this point the commission can see finally what we have been telling you and codes over the years- this was a wrong decision from the beginning and the permit should be revoked. We have had to deal with awful smells, roaming cats, listening to cats fighting and who knows what kind of feces in the runoff water in our yards. It is time to finally stop and listen to us. We have been trying to tell Codes Enforcement for a long time that something wasn't right over there but it always seem to fall on deaf ears with either John Weber or Rick Wolf.

First- the animals need to be taken care of. Second the Lefkowitz's need to get help and face criminal charges. And thirdly, the area needs to be cleaned and we want some answers as to how this got this far.

I have tons of emails from members of the commission, employees of Codes Enforcement and the health department and as we have been reading the power point presentation for tomorrow night and articles in the paper many of the dates don't match up. It seems that we have been being lied to here for quite some time now. I am not just throwing around accusations. Codes stood in our yard told us all animals where chipped, told us they had counted the animals, told us nothing EVERY looked out of line over there, told us there was no smell, told us everything was up to code. How then – within two days of the cats being gone the smell is gone? Why does the power point presentation say the animals where not all documented? The animals where sickly? Why was a past employee who used to work with Pennie at ACAS put in charge of monitoring it? There is NO WAY the cat count went from 186 –which we were told in March- to almost 700. How could the Health Department come out and say everything was fine in April (I have the letter) and then weeks later their own power point states it as a "sanitary nuisance"? How is it that Alachua County Animal Services went out ONE time on one complaint and saw that things weren't right over there and got the ball rolling to help the animals. What exactly were John Weber and Rick Wolf

doing when they went over there?? This wasn't being looked at after at all! If you are going to vote for something and stand behind it- then you need to make sure it is truly being taken care of. I hope the commissioner who told me in an email that he wasn't going to change his mind until he had some real reason to will change his mind now. Maybe as employees of the citizens of Alachua County you should take the time to really listen to your constituents. Maybe you should have really listened to all the organizations that opposed this from the beginning and it wouldn't have gotten this far out of control and all those animals wouldn't have died and suffered.

We would also like to know what type of cleanup plan is going on? And who is footing the bill for that?? How much has this "free" sanctuary costs us taxpayers anyway? When it rains the area between our yards floods with water- there is NO WAY anyone can say that that water is not contaminated with urine and feces. This is an area where my children would play!!

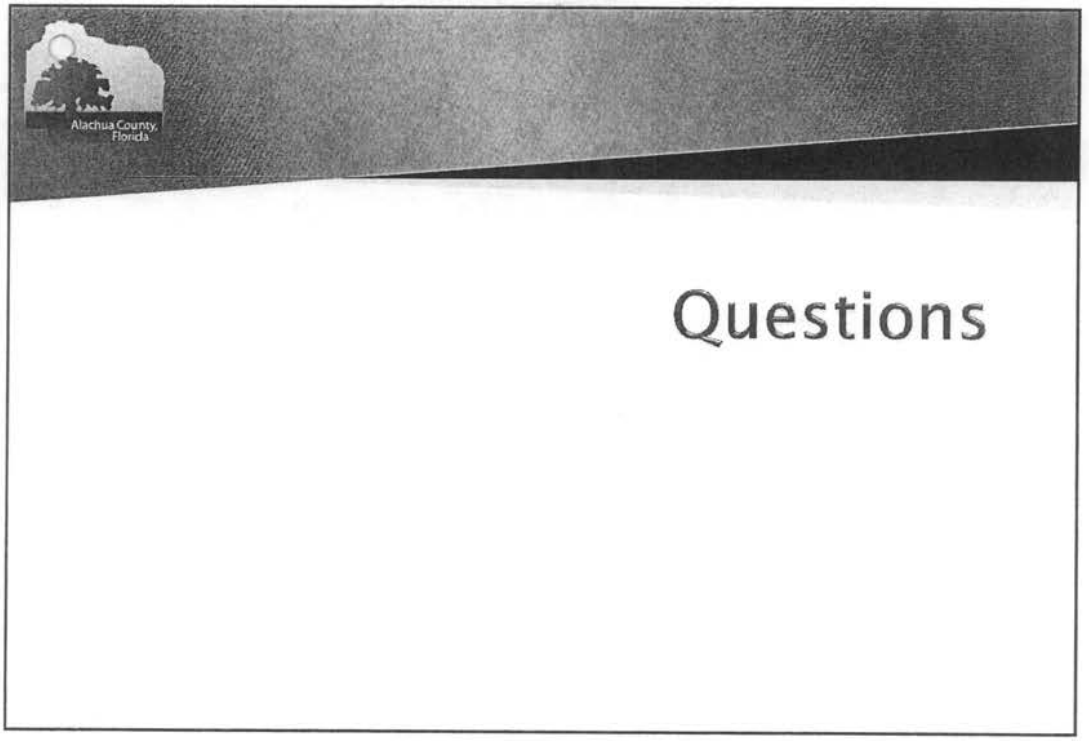
When this was passed when we came to the meetings we were only allowed 3 minutes to speak. We are not people who live across town and aren't directly affected everyday by this sanctuary but who must live with it and deal with the smell and consequences of it daily. We request that if you are giving the Lefkowitz's any extra time than 3 minutes then the homeowners who are backed up to their property should be given the same time allowance. It is only fair.

To wrap this up- we feel that the special exception SHOULD be revoked. They should not be given another one at a later date either. We also feel that an investigation should be started into how this got so out of hand.

We will be at the meeting tomorrow night to answer any questions that you might have. I would also like to thank the <u>one</u> commissioner who has had the courtesy to answer any of our emails.

Sincerely,

Lori Hilman


Alachua County, Florida
Questions

July 12, 2011 Regular BoCC Meeting
Agenda Item #27

Title
Problem Oriented Policing (POP) Grant and Rural Services Crime Watch (RSCW) Grant (Amended)

Amount
$52,016.00

Description
Request approval of the Problem Oriented Policing (POP) $47,000 and Rural Services Crime Watch $5,016 grant applications 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 Problem Oriented Policing (POP) and Rural Services Crime Watch grant applications 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 applications and return $47,016

Requested By
Kelly Amerson

Originating Department
Alachua County Sheriff's Office

Attachment(s) Description
POP grant Application for funding, RSCW grant application for funding, EEO certification, budget amendments, resolutions, and certificate of participation

Documents Requiring Action
Sign two copies of the signature page (page 12) for the POP grant Application for Funding and the RSCW Application for Funding, EEO Certification (two copies for each grant), Resolution, budget amendments, Certificate of Participation.

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 Alachua County receives an award from the Edward Byrne Memorial Justice Assistance JAG Grant. Over the past 10 years the BOCC has designated the Alachua County Sheriff's Office to administer the grant by signing the attached Certificate of Participation. As designated by the BOCC, the Byrne Grant Policy Board votes on the applications to receive funding.

Issues
We must meet the July 21st 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)
fund 033 and 035

Attachment: POPResolution1112.pdf
Attachment: Byrne POP App Complete Rev1 Final.pdf
Attachment: Alachua County Ltr.pdf
Attachment: POPbudgetamendmen Rev 1t.pdf
Attachment: RSCWResolution1112.pdf
Attachment: Byrne Grant Cert of Participation Final.pdf
Attachment: RSCWbudgetamendment Rev 1.pdf
Attachment: Byrne Rural Crime Watch App Full Rev1 Final.pdf

Resolution 11- 72

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 PROGRAM" Problem Oriented Policing (POP) 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 PROGRAM" Problem Oriented Policing (POP) 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 PROGRAM" Problem Oriented Policing (POP) 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 PROGRAM" Problem Oriented Policing (POP) 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 12th day of July, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

BY: _____

Lee Pinkoson, Chairman

ATTEST:

_____

J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____

Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-200
GROUP NUMBER	5628
PERIOD/DATE	10/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	FDLE POP Grant FY2011	Sheriff	Intergovernmental Revenue	035-7190-331-20-00	$47,0000	
2	FDLE POP Grant FY2011	Sheriff	Operating Transfers Out	035-7190-581-91-91		$47,000
3						
4						
5						
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22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	$47,000	$47,000
COMBINED TOTAL		$94,000

PERFORMANCE RESULTS: Unanticipated Revenue (Federal Grant) from FDLE for POP Grant# 2012-JAGC-1565

Kelly Amerson
PREPARED BY:

ANALYST

Sadie Darnell
ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 JUL 14 PM 4 46

Updated by OMB November 2006

Resolution 11-73

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING A GRANT FUND TO BE ENTITLED "FY 2011 & 2012 RURAL SERVICES CRIME WATCH PROGRAM" Problem Oriented Policing (POP) TO ADMINISTER REVENUES RECEIVED FROM FEDERAL GRANTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to establish a new fund entitled "FY 2011 & 2012 RURAL SERVICES CRIME WATCH PROGRAM" Problem Oriented Policing (POP) 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 RURAL SERVICES CRIME WATCH PROGRAM" Problem Oriented Policing (POP) fund be, and the same is hereby, approved.

2. That the fiscal year 2011-12 budget for the "FY 2011 & 2012 RURAL SERVICES CRIME WATCH PROGRAM" Problem Oriented Policing (POP) 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 12th day of July, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

BY: _____

Lee Pinkoson, Chairman

ATTEST:

_____

J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____

Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-199
GROUP NUMBER	5629
PERIOD/DATE	10 | 2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Rural Services Crime Watch	Sheriff	Intergovernmental Revenue	033-7190-331-20-00	$5,016	
2	Rural Services Crime Watch	Sheriff	Operating Transfers Out	033-7190-581-91-91		$5,016
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	$5,016	$5,016
COMBINED TOTAL		$10,032

PERFORMANCE RESULTS: Unanticipated Revenue (Federal Grant) from FDLE for Rural Services Crime Watch 2012-JAGC-1566

Kelly Amerson
PREPARED BY:

Sadie Darnell
ELECTED OFFICIAL OR DEPARTMENT HEAD

ANALYST

Suzanne Gable
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 JUL 14 PM 4 46

Updated by OMB November 2006

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 29, 2011

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road,
Tallahassee, FL 32308

Dear Mr. Wilder:

In compliance with the State of Florida *Rule 11D-9, F.A.C.*, Alachua County approves the distribution of $142,310 (total allocation available) for the Federal Fiscal Year (FFY) 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide funds for the following projects within Alachua County.

Subgrantee	Project	Federal Funds
Alachua County	10% Administration of Grant	14,231
Alachua County	Problem Oriented Policing	25,000
Alachua County	Rural ServicesCrime Watch	5,016
City of Alachua	Problem Oriented Policing	3,000
City of Alachua	APD Technology	17,000
City of Gainesville	You and the Law	15,000
City of Gainesville	Sexual Predator Program	12,000
City of Gainesville	Problem Oriented Policing	18,000
City of High Springs	Problem Oriented Policing	1,000
City of High Springs	HSPD Technology	22,213
City of Waldo	WPD Technology	9,850
		Total $142,310

Sincerely,

Lee Pinkoson, Chair
Alachua County Commission
Chr11.089
JJ/ba

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program

Date: _____

Mr. Clayton H. Wilder
Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Wilder:

This is to inform you that the Board of County Commissioners Accepts ___ Declines ___ the invitation to serve as the coordinating unit of government in the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

For purposes of coordinating the preparation of our application(s) for grant funds with the Office of Criminal Justice Grants, we have designated the following person:

Name: Kelly Amerson

Title: Grant Administrator

E-mail address: kamerson@alachuasheriff.org

Agency: Alachua County Sheriff's Office

Address: 2621 S.E. Hawthorne Road Gainesville, FL 32641

Telephone: 352-367-4031 County: Alachua

Date: June 28, 2011

Sincerely,

Lee Pinkoson
Chair, Board of County Commissioners

Attest

J. K. Irby, Clerk
(seal)

Approved as to Form

Alachua County Attorney

OCJG-024 (Rev. May 2011)

FDLE

Florida Department of Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

SEP 1 2011

RECEIVED
SEP 6 2011
BOCC OFFICE

Received: Commission Office
Date: 9-6-11
From: Chair
To: BoCC, RHR, D.Wagner, Agenda
Original ~~Co~~ to John Johnson
Copy to File +
Tom Tonkovich

The Honorable Lee Pinkoson
Chairman
Alachua County Board of Commissioners
Post Office Box 2877
Gainesville, FL 32602-2877

Re: Contract No. 2012-JAGC-ALAC-5-C4-075

Dear Chairman Pinkoson:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of $ 47,000.00 for the project entitled, PROBLEM ORIENTED POLICING (POP). These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. Changes were made and an addendum was added to these conditions after your application was received in this office. Therefore, the Standard Conditions and the Addendum should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/617-1250.

Sincerely,

Clayton H. Wilder
Administrator

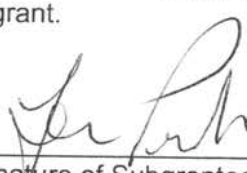
CHW/JP/st

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2012-JAGC-ALAC-5-C4-075, in the amount of $ 47,000.00, for a project entitled, PROBLEM ORIENTED POLICING (POP), for the period of 10/01/2011 through 09/30/2012, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.



8/1/11

(Signature of Subgrantee's Authorized Official)

LEE PINKOSON, CHAIR

(Typed Name and Title of Official)

(Name of Subgrantee)

(Date of Acceptance)

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

SUBGRANT AWARD CERTIFICATE

Subgrantee: Alachua County Board of Commissioners

Date of Award: 9-1-11

Grant Period: From: 10/01/2011 TO: 09/30/2012

Project Title: PROBLEM ORIENTED POLICING (POP)

Grant Number: 2012-JAGC-ALAC-5-C4-075

Federal Funds: $ 47,000.00

State Agency Match:

Local Agency Match: $ 0.00

Total Project Cost: $ 47,000.00

State Purpose Area: A : State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives, D : Personnel - Employ Personnel, F : Contractual Support - Purchase Contractual Support, TF : Projects that involve a formal agreement between two or more agencies to cooperate in addressing a specific type of crime, typically drug enforcement, gang enforcement, or violent crime enforcement

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

9-1-11

Date

( ) This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Alachua County Board of Commissioners
County: Alachua

Chief Official

Name: Lee Pinkoson
Title: Chairman
Address: Post Office Box 2877
City: Gainesville
State: FL **Zip:** 32602-2877
Phone: 352-264-6900 **Ext:**
Fax:
Email: lpinkoson@alachuacounty.us

Chief Financial Officer

Name: Todd Hutchison
Title: Finance Director
Address: Post Office Box 939
City: Gainesville
State: FL **Zip:** 32602
Phone: 352-374-3605 **Ext:**
Fax: 352-374-5265
Email: nth@alachuaclerk.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Alachua County Sheriff's Office
County: Alachua

Chief Official

Name: Sadie Darnell
Title: Sheriff
Address: Post Office Box 1210
City: Gainesville
State: FL **Zip:** 32602-1210
Phone: 352-367-4055 **Ext:**
Fax: 352-374-1870
Email: sdarnell@alachuasheriff.org

Project Director

Name: Kelly Amerson
Title: Grant & Legislative Administrator
Address: Post Office Box 1210
City: Gainesville
State: FL **Zip:** 32602
Phone: 352-367-4031 **Ext:**
Fax: 352-374-1873
Email: kamerson@alachuasheriff.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: PROBLEM ORIENTED POLICING (POP)
Subgrant Recipient: Alachua County Board of Commissioners
Implementing Agency: Alachua County Sheriff's Office
Project Start Date: 10/1/2011 **End Date:** 9/30/2012

Problem Identification

Problem Oriented Policing (POP) Unit will work assignments geared toward effective reduction of drugs and crime within the City of Gainesville and the surrounding municipalities of Alachua County.

Drug traffickers gain access to Alachua County by use of Hwy 301, Hwy 441, Hwy 121, Hwy 27and I-75. However, many times the rural and remote corridors are utilized to move and distribute the drugs.

The municipalities, even those with small police departments, do not have the personnel and funding to address the continued increase in drugs and crime in their areas.

As the problems throughout Alachua County have increased, the Citie's leaders have committed to working with the Alachua County Sheriff's Office in reducing drugs and drug related crime.

Project Summary (Scope of Work)

The POP Unit will work in close collaboration with:
* Local law enforcement
* Alcohol Tobacco and Firearms (ATF)
* Florida Department of Law Enforcement (FDLE)
* Drug Enforcement Agency (DEA)
* Federal Bureau of Investigations (FBI)
* U.S. and State Attorney
* Code Enforcement
* Alachua Police Department (APD)
* High Springs Police Department (HSPD)
* Gainesville Police Department (GPD)

Working together with these agencies will provide intelligence sharing, establish priorities for a plan of action to target narcotics and other related crimes.

Any agency approved to work overtime on the POP grant must have a signed MOU on file prior to working any operation. Agency approval is at the sole discretion of the Alachua County Sheriff's Office.

The following Activities will take place:

Marijuana Eradication:
The eradication activities will be at their peak during the harvest months of August and September for outdoor grows and indoor growth operation will take place as they are located.

The market in Alachua County ranges from social users to hard-core crack addicts. Step-outs will be used to target these users.

Targeted Offenders, Gangs & Drug Dealers:
All violations of Florida Statutes 893 will be targeted.

Project Tactical Operations:
Ongoing narcotic investigations will result in arrest, warrants, prosecution and convictions. Interdiction activities will focus on movement of narcotics through UPS, FEDEX, trucking companies as well as personal vehicles.

Additionally, Canine Units will work along side DTF Deputies to detect drugs.

The Alachua County Sheriff's Office POP Unit will be able to investigate, identify, target, and arrest those involved in drugs and drug related crimes in the municipalities within Alachua County.

Application for Funding Assistance

Florida Department of Law Enforcement

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Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?

Answer: Yes

Question: Does the Implementing Agency receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 005 - Drug Treatment Programs

State Purpose Area: A - State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives

Activity Description

Activity: Law Enforcement
Target Group: Offenders of all types
Geographic Area: Urban
Location Type: County-Wide

Objectives and Measures

Objective: 58.A.SI - Number of existing local initiatives

Measure: Part 1
Will this grant continue a local initiative that was begun with any other funding source, including a prior year's grant?
Goal: Yes

State Purpose Area: D - Personnel - Employ Personnel

Activity Description

Activity: Personnel
Target Group: Personnel
Geographic Area: Rural
Location Type: Sheriff Office

Objectives and Measures

Objective: 23.D.SI - Number of overtime hours paid with JAG funds

Measure: Part 1
Number of overtime hours to be paid with JAG funds
Goal: 408

Measure: Part 3
Total number of hours of overtime to be paid by all other, non-JAG sources

Section 3: Performance

Goal: 170

Objective: 24.D.SI - Percent of departments that report desired efficiency or desired program quality

Measure: Part 2
Number of departments that will report desired efficiency

Goal: 3

Measure: Part 3
Number of departments that will report desired program quality

Goal: 3

Measure: Part 1
Total number of departments to use JAG funds to hire new personnel, retain personnel, or for overtime hours

Goal: 3

State Purpose Area: F - Contractual Support - Purchase Contractual Support

Activity Description

Activity: Contractual Support
Target Group: Contractual Support
Geographic Area: Rural
Location Type: County-Wide

Objectives and Measures

Objective: 29.F.SI - Number of contractual support hours paid with JAG funds

Measure: Part 1
Number of hours to be paid with JAG funds for contractual support

Goal: 427

Objective: 30.F.SI - Number of departments that report a desired change in efficiency or in program quality

Measure: Part 1
Number of departments to receive contractual support with JAG funds

Goal: 3

Measure: Part 2
Number of departments that will report a desired change in efficiency as a

Section 3: Performance

result of JAG funds

Goal: 3

Measure: Part 3

Number of departments that will report a desired change in program quality

Goal: 3

Measure: Part 4

Describe the anticipated change in efficiency during the grant period

Goal: Through the POP Task Force funding, cases will be solved quicker leading to arrest and conviction.

Measure: Part 5

Describe the anticipated impact on program quality during the grant period

Goal: The POP Task Force will be enhanced during these budget cuts by providing overtime funding for to work cases in Alachua County.

Objective: 54.F.SI - Types of contractual support paid with JAG funds

Measure: Part 1

Indicate the types of contractual support to be paid with JAG funds during the reporting period

Goal: overtime

State Purpose Area: TF - Projects that involve a formal agreement between two or more agencies to cooperate in addressing a specific type of crime, typically drug enforcement, gang enforcement, or violent crime enforcement

Activity Description

Activity: Task Force
Target Group: Task Force
Geographic Area: Rural
Location Type: Sheriff Office

Objectives and Measures

Objective: 64.TF - Number of new investigations initiated

Measure: Part 1

How many new investigations will be initiated during the grant period?

Goal: 25

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Objective: 65.TF - Number of judicial search warrants served

Measure: Part 1
How many federal judicial search warrants will be served during the grant period?

Goal: 17

Measure: Part 2
How many state judicial search warrants will be served during the grant period?

Goal: 0

Objective: 66.TF - Total number of individuals (including gang members) arrested based on task force activity during the reporting period

Measure: Part 1
How many individuals (including gang members) will be arrested for felonies based on task force activity during the grant period?

Goal: 35

Measure: Part 2
How many individuals (including gang members) will be arrested for misdemeanors based on task force activity during the grant period?

Goal: 5

Objective: 67.TF - Total number of GANG MEMBERS ONLY arrested based on task force activity during the reporting period

Measure: Part 1
How many gang members will be arrested for felonies based on task force activity during the grant period?

Goal: 2

Measure: Part 2
How many gang members will be arrested for misdemeanors based on task force activity during the grant period?

Goal: 2

Objective: 68.TF - Drug amounts seized in kilograms (KG) during the reporting period. Remember that 1000g = 1 kg. Answer should be provided in kg.

Measure: Part 1
How many kilograms of heroin will be seized during the grant period?

Goal: 0

Measure: Part 2

Section 3: Performance

How many kilograms of Cocaine (powder) will be seized during the grant period?

Goal: .025

Measure: Part 3

How many kilograms of crack cocaine will be seized during the grant period?

Goal: .08

Measure: Part 4

How many kilograms of commercial-grade marijuana will be seized during the grant period?

Goal: 2

Measure: Part 5

How many kilograms of hydroponic marijuana will be seized during the grant period?

Goal: 4

Measure: Part 6

How many kilograms of methamphetamine will be seized during the grant period?

Goal: 0

Measure: Part 7

How many kilograms of methamphetamine ice will be seized during the grant period?

Goal: 0

Measure: Part 8

How many kilograms of Ecstasy (MDMA) will be seized during the grant period?

Goal: .03

Measure: Part 9

How many kilograms of other drugs will be seized during the grant period?

Goal: 0

Objective: 69.TF - Drug amounts, in kilograms (kg), seized in clandestine drug labs during the reporting period. Remember that 1000g = 1kg. Answer should be reported in kg.

Measure: Part 1

How many kilograms of heroin will be seized in clandestine drug labs during the grant period?

Section 3: Performance

Goal: 0

Measure: Part 2

How many kilograms of cocaine (powder) will be seized in clandestine drug labs during the grant period?

Goal: .25

Measure: Part 3

How many kilograms of crack cocaine will be seized in clandestine drug labs during the grant period?

Goal: .25

Measure: Part 4

How many kilograms of commercial-grade marijuana will be seized in clandestine drug labs during the grant period?

Goal: .3

Measure: Part 5

How many kilograms of hydroponic marijuana will be seized in clandestine drug labs during the grant period?

Goal: 1

Measure: Part 6

How many kilograms of methamphetamine will be seized in clandestine drug labs during the grant period?

Goal: 0

Measure: Part 7

How many kilograms of methamphetamine ice will be seized in clandestine drug labs during the grant period?

Goal: 0

Measure: Part 8

How many kilograms of Ecstasy (MDMA) will be seized in clandestine drug labs during the grant period?

Goal: .03

Measure: Part 9

How many kilograms of other drugs will be seized in clandestine drug labs during the grant period?

Goal: 0

Objective: 70.TF - Other Seizures

Measure: Part 1

Section 3: Performance

How many indoor cannabis-growing operations will be seized during the grant period?

Goal: 5

Measure: Part 2

How many outdoor cannabis-growing operations will be seized during the grant period?

Goal: 2

Measure: Part 3

How many cultivated marijuana plants will be seized during the grant period?

Goal: 300

Objective: 71.TF - Number of firearms seized during the reporting period

Measure: Part 1

How many firearms will be seized during the grant period?

Goal: 10

Measure: Part 2

How many of the firearms seized during the grant period will be reported to NIBIN?

Goal: 3

Measure: Part 3

How many hits will result from seized firearms reported to NIBIN during the grant period?

Goal: 0

Objective: 72.TF - Number of Federal forfeiture cases filed during the reporting period

Measure: Part 1

How many Federal forfeiture cases will be filed during the grant period?

Goal: 3

Objective: 73.TF - Value of assets forfeited under Federal cases during the reporting period

Measure: Part 1

What will be the dollar value of real property forfeited under Federal cases during the grant period?

Goal: 0

Measure: Part 2

Section 3: Performance

How much cash will be forfeited under Federal cases during the grant period?

Goal: 35,000

Measure: Part 3

What will be the dollar value of other property (vehicles, weapons, jewelry, etc.) forfeited under Federal cases during the grant period?

Goal: 45,000

Objective: 74.TF - Number of State forfeiture cases filed during the reporting period

Measure: Part 1

How many State forfeiture cases will be filed during the grant period?

Goal: 4

Objective: 75.TF - Value of assets forfeited under State cases during the reporting period

Measure: Part 1

What will be the dollar value of real property forfeited under State cases during the grant period?

Goal: 0

Measure: Part 2

How much cash will be forfeited under State cases during the grant period?

Goal: 7,000

Measure: Part 3

What will be the dollar value of other property (vehicles, weapons, jewelry, etc.) forfeited under State cases during the grant period?

Goal: 12,000

Objective: 76.TF - Number of defendants accepted for Federal prosecution during the reporting period

Measure: Part 1

How many defendants will be accepted for Federal prosecution on felony charges during the grant period?

Goal: 2

Measure: Part 2

How many defendants will be accepted for Federal prosecution on misdemeanor charges during the grant period?

Goal: 0

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Section 3: Performance

Objective: 77.TF - Number of defendants accepted for State prosecution during the reporting period

Measure: Part 1

How many defendants will be accepted for State prosecution on felony charges during the grant period?

Goal: 30

Measure: Part 2

How many defendants will be accepted for State prosecution on misdemeanor charges during the grant period?

Goal: 5

Objective: 78.TF - Number of gangs disrupted during the reporting period

Measure: Part 1

How many drug trafficking or other street gang organizations will be disrupted during the grant period?

Goal: 4

Measure: Part 2

How many trafficking or other entrepreneurial gangs will be disrupted during the grant period?

Goal: 5

Objective: 79.TF - Number of gangs dismantled during the reporting period

Measure: Part 1

How many drug trafficking or other street gang organizations will be dismantled during the grant period?

Goal: 1

Measure: Part 2

How many trafficking or other entrepreneurial gangs will be dismantled during the grant period?

Goal: 1

Objective: 80.TF - Number of drug trafficking organizations and money laundering organizations disrupted

Measure: Part 1

How many drug trafficking organizations will be disrupted during the grant period?

Goal: 5

Measure: Part 2

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Section 3: Performance

How many money laundering organizations will be disrupted during the grant period?

Goal: 0

Objective: 81.TF - Number of drug trafficking organizations and money laundering organizations dismantled

Measure: Part 1

How many drug trafficking organizations will be dismantled during the grant period?

Goal: 2

Measure: Part 2

How many money laundering organizations will be dismantled during the grant period?

Goal: 0

Application for Funding Assistance

Florida Department of Law Enforcement

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Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

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Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000501

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$25,000.00	$0.00	$25,000.00
Contractual Services	$22,000.00	$0.00	$22,000.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$47,000.00**	**$0.00**	**$47,000.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI) ? Yes

PGI Reporting Frequency : Quarterly

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Section 4: Financial (cont.)

Budget Narrative:

The POP Unit will work assignments geared towards effective reduction of drugs and crime within Alachua County to include the surrounding municipalities. POP will provide intelligence sharing; establish priorities for a plan of action to target narcotic and investigate other related crimes.

The POP Unit will work closely with an Evidence Custodian assigned to Drug Task Force POP Unit. The Evidence Custodian will collect evidence in the field on cases worked by the POP Unit. Additionally, the Evidence Custodian will receive, review and catalog seized drugs and other items to safeguard the integrity of chain-of-custody and maintain property control.
Any approved agency working overtime on the POP grant will be required to have a signed MOU on file prior to working any operations.

All sworn officers/deputies will be required to complete online training through the Bureau of Justice Assistance Center for Task Force Integrity to satisfy the grant Special Condition.

Salaries and Benefits: Overtime
$48.99 Average Overtime Rate
$ 3.75 FICA @ 7.65%
$ 6.91 Retirement @ 14.10%
$ 1.60 Workers Comp @ 4.47% of the straight time ($32.66/hour) only.
$61.25/ hour is the total average overtime cost of a narcotics deputy.

Approximately 408.16 hours.

Salary and Benefits Total $25,000

Contractual Services:

Overtime in this category is for the local law enforcement agencies listed in the MOU and an Evidence Custodian assigned to Drug Task Force POP Unit.

Over-time (Sworn)
$48.99 Average Overtime Rate
$ 3.75 FICA @ 7.65%
$ 4.45 Retirement @ 9.09%
$57.19/ hour is the total average overtime cost of a narcotics deputy.

Approximately 315 hours.

Total Approximately $18,000

Overtime (Non-Sworn)

$30.71 Average Overtime Rate
$ 2.35 FICA @ 7.65%
$ 2.79 Retirement @ 9.09%
$35.85/ hour is the total average overtime cost.

Budget Narrative (Continued):

Approximately 112 hours.

Total Approximately $4,000

Contractual Services Total $22,000

Total Grant Award $47,000

Application for Funding Assistance

Florida Department of Law Enforcement

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Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: no

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: yes

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: 1,000

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (http://www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (http://www.ojp.usdoj.gov/BJA/grant/jag.html) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

   - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": https://www.flrules.org/**
   - **Office of Management and Budget (OMB) Circulars: http://www.whitehouse.gov/omb/circulars**
     - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
     - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
     - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
     - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
     - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
     - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
   - **Code of Federal Regulations: http://www.gpo.gov/fdsys/**
     - **2 CFR 175.15(b), "Award Term for Trafficking in Persons"**
     - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
     - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
     - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
     - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
   - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: http://www.ojp.usdoj.gov/BJA/grant/jag.html**
   - **United States Code: http://www.gpo.gov/fdsys/**
     - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**
   - **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf**

2. **Allowable Costs**

   a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments

and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."

b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

(1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

(2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

(3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

(a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.

(b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.

(c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

(d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

(e) Reports are to be submitted even when no reimbursement is being requested.

(f) The report must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

(2) Financial Closeout Audit

(a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.

(b) The Financial Closeout Audit must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

(3) Project Generated Income (PGI)

(a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

(b) PGI Earnings and Expenditures reports must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.

c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of

the subgrant period.

7. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

8. Trust Funds

a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.

b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

a. All income generated as a direct result of a subgrant project shall be deemed program income.

b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds $450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the $450 threshold does not apply.

12. Property Accountability

a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

a. The copyright in any work developed under an award or subaward, and

b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [*contact the Office of Criminal Justice Grants for award number*] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

16. Audit

a. Subgrant recipients that expend $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the

subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.

c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.

d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

f. Subgrant recipients that expend less than $500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the

reasons for delay, and the expected start date.

b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:

(1) Supplies or services to be furnished by the consultant were obtainable from other sources,

(2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and

(3) The subgrant recipient failed to reasonably comply with such order.

c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement (Grant Adjustments)

a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item

c. Under no circumstances can transfers of funds increase the total budgeted award.

d. Requests for changes to the subgrant agreement must be electronically signed by the

subgrantee or implementing agency's chief official or the chief official's designee.

e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrantee or implementing agency chief official or someone with formal, written signature authority for the chief official.

21. Disputes and Appeals

a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

- The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf.

25. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online). so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

26. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.

b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

   (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

   (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

27. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

28. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

29. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of $500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of $25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.

e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

(1) New construction;

(2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

(3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

(4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

(5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is $100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of $100,000 or more.

b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure to file.

c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR 69, the applicant certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal

grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.

b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals,

equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

(1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;

(2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;

(3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;

(4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

(5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

(6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;

(7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;

(8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and

(9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of

1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the subgrant recipient to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Subgrant recipient shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit http://www.niem.gov/implementationguide.php.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

62. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, 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

63. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. 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 will address 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 will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

64. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant 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.

65. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

66. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

67. Central Contractor Registry (CCR)

The subgrant recipient must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

68. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at http://www.opm.gov/oca/10tables/indexSES.asp.)
(A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

CERTIFICATION FORM

Recipient Name and Address: Alachua County Sheriff's Office 2621 SE Hawthorne Rd Gainesville, FL 32641

Grant Title: Problem Oriented Policing (POP) Grant Number: 2012JAGC1565 Award Amount: $47,000

Contact Person Name and Title: Kelly Amerson, Grant Administrator Phone Number: (352) 367-4031

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees.
- ☐ Recipient is a non-profit organization.
- ☐ Recipient is a medical institution.
- ☐ Recipient is an Indian tribe.
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

_____ _____ _____

Print or type Name and Title **Signature** **Date**

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Sadie Darnell **[responsible official]**, certify that the Alachua County Sheriff's Office **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Human Resource Bureau **[organization]**, at 2621 SE Hawthorne Rd Gainesville, FL 32641 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Sadie Darnell, Sheriff — Sadie Darnell — 6/8/12

Print or type Name and Title **Signature** **Date**

OMB Approval No. 1121-0140 Expiration Date: 12/31/12

[redacted]

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Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder

Typed Name and Title: Clayton H. Wilder, Community Program Administrator

Date: 9-1-11

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Alachua County Board of County Commissioners

Signature:

Typed Name and Title: Lee Pinkoson, Chair

Date: 8/1/2011

Attest

J. K. Irby, Clerk
(seal)

Implementing Agency
Official, Administrator or Designated Representative

Approved as to Form

Alachua County Attorney

Typed Name of Implementing Agency: Alachua County Sheriff

Signature: Sadie Darnell

Typed Name and Title: Sadie Darnell, Sheriff

Date: 8/8/11

Approved as to Form C. M. Wygant

Application for Funding Assistance

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Section 1: Administration

Subgrant Recipient

Organization Name: Alachua County Board of Commissioners
County: Alachua

Chief Official

Name: Lee Pinkoson
Title: Chairman
Address: Post Office Box 2877
City: Gainesville
State: FL **Zip:** 32602-2877
Phone: 352-264-6900 **Ext:**
Fax:
Email: lpinkoson@alachuacounty.us

Chief Financial Officer

Name: Todd Hutchison
Title: Finance Director
Address: Post Office Box 939
City: Gainesville
State: FL **Zip:** 32602
Phone: 352-374-3605 **Ext:**
Fax: 352-374-5265
Email: nth@alachuaclerk.org

Application for Funding Assistance

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Section 1: Administration

Implementing Agency

Organization Name: Alachua County Sheriff's Office
County: Alachua

Chief Official

Name: Sadie Darnell
Title: Sheriff
Address: Post Office Box 1210
City: Gainesville
State: FL **Zip:** 32602-1210
Phone: 352-367-4055 **Ext:**
Fax: 352-374-1870
Email: sdarnell@alachuasheriff.org

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Section 2: Project Overview

General Project Information

Project Title: PROBLEM ORIENTED POLICING (POP)
Subgrant Recipient: Alachua County Board of Commissioners
Implementing Agency: Alachua County Sheriff's Office
Project Start Date: 10/1/2011 **End Date:** 9/30/2012

Problem Identification

Problem Oriented Policing (POP) Unit will work assignments geared toward effective reduction of drugs and crime within the City of Gainesville and the surrounding municipalities of Alachua County.

Drug traffickers gain access to Alachua County by use of Hwy 301, Hwy 441, Hwy 121, Hwy 27and I-75. However, many times the rural and remote corridors are utilized to move and distribute
the drugs.

The municipalities, even those with small police departments, do not have the personnel and funding to address the continued increase in drugs and crime in their areas.

As the problems throughout Alachua County have increased, the Cities leaders have committed to working with the Alachua County Sheriff's Office in reducing drugs and drug related crime.

Project Summary (Scope of Work)

The POP Unit will work in close collaboration with:
* Local law enforcement
* Alcohol Tobacco and Firearms (ATF)
* Florida Department of Law Enforcement (FDLE)
* Drug Enforcement Agency (DEA)
* Federal Bureau of Investigations (FBI)
* U.S. and State Attorney
* Code Enforcement
* Alachua Police Department (APD)
* High Springs Police Department (HSPD)
* Gainesville Police Department (GPD)

Working together with these agencies will provide intelligence sharing, establish priorities for a plan of action to target narcotics and other related crimes.

Any agency approved to work overtime on the POP grant must have a signed MOU on file prior to working any operation. Agency approval is at the sole discretion of the Alachua County Sheriff's Office.

The following Activities will take place:Marijuana Eradication:
The eradication activities will be at their peak during the harvest months of August and September for outdoor grows and indoor growth operation will take place as they are located.

Street Level Drugs:

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The market in Alachua County ranges from social users to hard-core crack addicts. Step-outs will be used to target these users.

Targeted Offenders, Gangs & Drug Dealers:
All violations of Florida Statutes 893 will be targeted.

Project Tactical Operations:
Ongoing narcotic investigations will result in arrest, warrants, prosecution and convictions. Interdiction activities will focus on movement of narcotics through UPS, FEDEX, trucking companies as well as personal vehicles.

Additionally, Canine Units will work along side DTF Deputies to detect drugs.

The Alachua County Sheriff's Office POP Unit will be able to investigate, identify, target, and arrest those involved in drugs and drug related crimes in the municipalities within Alachua County.

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Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?

Answer:

Question: Does the Implementing Agency receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?

Answer:

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Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Programs

State Purpose Area: A - State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives

Activity Description

Activity: Law Enforcement
Target Group: Offenders of all types
Geographic Area: Urban
Location Type: County-Wide

Objectives and Measures

Objective: 02.A.SI - Number of new local initiatives planned

Measure: Part 1
Number of new local initiatives planned
Goal: 1

Measure: Part 2
Number of new local initiatives to be implemented
Goal: 1

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Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

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Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant:

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000501

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$25,000.00	$0.00	$25,000.00
Contractual Services	$22,000.00	$0.00	$22,000.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$47,000.00**	**$0.00**	**$47,000.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI) ?

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Section 4: Financial (cont.)

Budget Narrative:

The POP Unit will work assignments geared towards effective reduction or drugs and crime within Alachua County to include the surrounding municipalities. POP will provide intelligence sharing;establish priorities for a plan of action to target narcotic and other related crimes.

Any approved agency working overtime on the POP grant will be required to have a signed MOU on file prior to any operations.
Salaries and Benefits:

Overtime

$35.00 Average Hourly Rate
$ 2.67 FICA @ 7.65%
$ 4.93Retirement @ 14.10%
$ 1.07 Workers Comp @ 4.91% of the straight time only. The ½ time is not subject to workers comp ($21.00/hour * 4.91%)
$43.67/ hour is the total average overtime cost of a narcotics deputy.

Approximately 572.48 hours.

Salary and Benefits Total $25,000
Contractual Services:

overtime in this category is for the local law enforcement agencies with signed MOUs.

Over-time

$32.66 Average Hourly Rate
$ 2.49 FICA @ 7.65%
$ 7.59 Retirement @ 23.25%
$ 1.07 Workers Comp @ 4.91% of the straight time only. The ½ time is not subject to workers comp ($21.00/hour * 4.91%)
$43.82/ hour is the total average overtime cost of a narcotics deputy.

Approximately 502.05 hours.

Contractual Services Total $22,000
Total $47,000

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Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: no

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: yes

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: 1,000

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

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Section 5: Standard Conditions

Insert Standard Conditions Page here.

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (http://www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (http://www.ojp.usdoj.gov/BJA/grant/jag.html) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

   - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": https://www.flrules.org/**
   - **Office of Management and Budget (OMB) Circulars: http://www.whitehouse.gov/omb/circulars**
     - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
     - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
     - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
     - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
     - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
     - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
   - **Code of Federal Regulations: http://www.gpoaccess.gov/cfr/index.html**
     - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
     - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
     - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
     - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
   - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: http://www.ojp.usdoj.gov/BJA/grant/jag.html**
   - **United States Code: http://www.gpoaccess.gov/uscode/index.html**
     - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**

2. **Allowable Costs**

   a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."

   b. All procedures employed in the use of federal funds for any procurement shall be according

to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

(1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

(2) Report Contents: Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

(a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.

(b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.

(c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

(d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

(e) Reports are to be submitted even when no reimbursement is being requested.

(2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.

(3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.

c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.

b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

a. All income generated as a direct result of a subgrant project shall be deemed program income.

b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.

c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.

d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds $450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the $450 threshold does not apply.

12. Property Accountability

a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

a. The copyright in any work developed under an award or subaward, and

b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [*contact the Office of Criminal Justice Grants for award number*] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

a. Subgrant recipients that expend $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat. , "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.

c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.

d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

f. Subgrant recipients that expend less than $500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:

(1) Supplies or services to be furnished by the consultant were obtainable from other sources,

(2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and

(3) The subgrant recipient failed to reasonably comply with such order.

c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item

c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat. , and

made or received by the subgrant recipient or its contractor in conjunction with this agreement.

c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.

b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

(1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

(2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of $500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of $25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.

e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

(1) New construction;

(2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

(3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

(4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

(5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.

c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is $100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of $100,000 or more.

b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure to file.

c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR 69, the applicant certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.

b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

(1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;

(2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;

(3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;

(4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

(5) Employ qualified disposal contractors to remove all chemicals and associated

glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

(6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;

(7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;

(8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and

(9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit http://www.niem.gov/implementationguide.php.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

62. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, 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

63. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address 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 will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

FDLE

Florida Department of Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

SEP 2 2011

Received: Commission Office
Date: 9-8-11
From: Chair
To: BoCC, RHR, D.Wagner, Agenda
Original to John Johnson
Copy to file + Tom Tondravich
Sheriff Darnell

The Honorable Lee Pinkoson
Chairman
Alachua County Board of Commissioners
Post Office Box 2877
Gainesville, FL 32602-2877

Re: Contract No. 2012-JAGC-ALAC-7-C4-079

Dear Chairman Pinkoson:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of $ 5,016.00 for the project entitled, RURAL SERVICES CRIME WATCH PROGRAM. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. Changes were made and an addendum was added to these conditions after your application was received in this office. Therefore, the Standard Conditions and the Addendum should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/617-1250.

Sincerely,

Clayton H. Wilder
Administrator

CHW/JP/st

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2012-JAGC-ALAC-7-C4-079, in the amount of $ 5,016.00, for a project entitled, RURAL SERVICES CRIME WATCH PROGRAM, for the period of 10/01/2011 through 09/30/2012, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

(Signature of Subgrantee's Authorized Official)

(Typed Name and Title of Official)

LEE PINKOSON, CHAIR
(Name of Subgrantee)

9/13/11
(Date of Acceptance)

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

SUBGRANT AWARD CERTIFICATE

Subgrantee: Alachua County Board of Commissioners

Date of Award: 9-1-11

Grant Period: From: 10/01/2011 TO: 09/30/2012

Project Title: RURAL SERVICES CRIME WATCH PROGRAM

Grant Number: 2012-JAGC-ALAC-7-C4-079

Federal Funds: $ 5,016.00

State Agency Match:

Local Agency Match: $ 0.00

Total Project Cost: $ 5,016.00

State Purpose Area: E : Equipment Supplies - Purchase Equipment/Supplies

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

9-1-11

Date

( ) This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Alachua County Board of Commissioners
County: Alachua

Chief Official

Name: Lee Pinkoson
Title: Chairman
Address: Post Office Box 2877
City: Gainesville
State: FL **Zip:** 32602-2877
Phone: 352-264-6900 **Ext:**
Fax:
Email: lpinkoson@alachuacounty.us

Chief Financial Officer

Name: Todd Hutchison
Title: Finance Director
Address: Post Office Box 939
City: Gainesville
State: FL **Zip:** 32602
Phone: 352-374-3605 **Ext:**
Fax: 352-374-5265
Email: nth@alachuaclerk.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Alachua County Sheriff's Office
County: Alachua

Chief Official

Name: Sadie Darnell
Title: Sheriff
Address: Post Office Box 1210
City: Gainesville
State: FL **Zip:** 32602-1210
Phone: 352-367-4055 **Ext:**
Fax: 352-374-1870
Email: sdarnell@alachuasheriff.org

Project Director

Name: Kelly Amerson
Title: Grant & Legislative Administrator
Address: Post Office Box 1210
City: Gainesville
State: FL **Zip:** 32602
Phone: 352-367-4031 **Ext:**
Fax: 352-374-1873
Email: kamerson@alachuasheriff.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: RURAL SERVICES CRIME WATCH PROGRAM
Subgrant Recipient: Alachua County Board of Commissioners
Implementing Agency: Alachua County Sheriff's Office
Project Start Date: 10/1/2011 **End Date:** 9/30/2012

Problem Identification

Alachua County incorporates 969 square miles with 7 cities, 2 towns and 13 unincorporated areas. To address the law enforcement needs of the rural areas, the Alachua County Sheriff's Office established the Rural Services Unit.

The crime in rural areas is expanded to more than just stealing livestock and horses. Calls for service include theft of farm equipment, and copper stolen from rural businesses. Citizens are growing concerned not only for their businesses but the safety of their homes. Vandals have blown up mailboxes, destroyed crops and stolen common farming chemicals, turning them into lethal and illegal materials. The remoteness from other neighbors, lax security and the distance law enforcement must travel to within the area all are factors that need to be addressed.

Project Summary (Scope of Work)

Rural Service Deputies would use the equipment to set up covert surveillance to capture criminals who trespass, steal farm equipment and damage crops on agricultural land which has a direct negative effect on the economy and local citizens of our community, which would also be in violation of FSS 806.13 FSS 810.02, FSS 810.09, FSS 810.115, FSS 812.014, and FSS 812.015.

The Nightcam will be stationary on the property and will be observed by patrol units that work the property and area 24/7.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?

Answer: Yes

Question: Does the Implementing Agency receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?

Answer: No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Programs

State Purpose Area: E - Equipment Supplies - Purchase Equipment/Supplies

Activity Description

Activity: Equipment and Supplies
Target Group: Equipment and Supplies
Geographic Area: Rural
Location Type: County-Wide

Objectives and Measures

Objective: 25.E.SI - Amount of funds expended on equipment and/or supplies

Measure: Part 1
Amount of funds to be expended to purchase equipment and/or supplies
Goal: 5016

Objective: 52.E.SI - Number of equipment items purchased with JAG funds by type of equipment

Measure: Part 13
How many pieces of undercover surveillance equipment (microphones, video, etc.) will be purchased?
Goal: 1

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000501

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$5,016.00	$0.00	$5,016.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$5,016.00**	**$0.00**	**$5,016.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

The video surveillance system and/or game cameras will be used for aiding in the capture of trespassers, and for possible grow operations relating to narcotics. Examples include,trespassing on agriculture land to steal livestock, equipment, anhydrous ammonia and diesel fuel. Also it could be used for monitoring land that is being used for drug cultivation.

Operating Capital Outlay:

NIGHTCAM 1 @ $5,016

Total OCO $5,016

Total grant $5,016

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: $1,000

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (http://www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (http://www.ojp.usdoj.gov/BJA/grant/jag.html) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

   - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": https://www.flrules.org/**
   - **Office of Management and Budget (OMB) Circulars: http://www.whitehouse.gov/omb/circulars**
     - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
     - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
     - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
     - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
     - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
     - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
   - **Code of Federal Regulations: http://www.gpo.gov/fdsys/**
     - **2 CFR 175.15(b), "Award Term for Trafficking in Persons"**
     - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
     - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
     - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
     - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
   - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: http://www.ojp.usdoj.gov/BJA/grant/jag.html**
   - **United States Code: http://www.gpo.gov/fdsys/**
     - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**
   - **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf**

2. **Allowable Costs**

   a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments

and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."

b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

(1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

(2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

(3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

(a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.

(b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.

(c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

(d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

(e) Reports are to be submitted even when no reimbursement is being requested.

(f) The report must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

(2) Financial Closeout Audit

(a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.

(b) The Financial Closeout Audit must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

(3) Project Generated Income (PGI)

(a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

(b) PGI Earnings and Expenditures reports must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.

c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of

the subgrant period.

7. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

8. Trust Funds

a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.

b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

a. All income generated as a direct result of a subgrant project shall be deemed program income.

b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds $450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the $450 threshold does not apply.

12. Property Accountability

a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

a. The copyright in any work developed under an award or subaward, and

b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [*contact the Office of Criminal Justice Grants for award number*] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

16. Audit

a. Subgrant recipients that expend $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the

subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.

c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.

d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

f. Subgrant recipients that expend less than $500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the

reasons for delay, and the expected start date.

b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:

(1) Supplies or services to be furnished by the consultant were obtainable from other sources,

(2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and

(3) The subgrant recipient failed to reasonably comply with such order.

c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement (Grant Adjustments)

a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item

c. Under no circumstances can transfers of funds increase the total budgeted award.

d. Requests for changes to the subgrant agreement must be electronically signed by the

subgrantee or implementing agency's chief official or the chief official's designee.

e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrantee or implementing agency chief official or someone with formal, written signature authority for the chief official.

21. Disputes and Appeals

a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

- The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf.

25. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online). so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

26. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.

b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

(1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

(2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

27. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

28. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

29. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of $500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of $25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.

e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

(1) New construction;

(2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

(3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

(4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

(5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is $100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of $100,000 or more.

b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure to file.

c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR 69, the applicant certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal

grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.

b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals,

equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

(1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;

(2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;

(3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;

(4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

(5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

(6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;

(7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;

(8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and

(9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of

1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the subgrant recipient to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Subgrant recipient shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit http://www.niem.gov/implementationguide.php.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

62. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, 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

63. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. 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 will address 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 will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

64. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant 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.

65. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

66. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

67. Central Contractor Registry (CCR)

The subgrant recipient must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

68. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at http://www.opm.gov/oca/10tables/indexSES.asp.)
(A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

CERTIFICATION FORM

Recipient Name and Address: Alachua County Sheriff's Office 2621 S.E. Hawthorne Rd Gainesville, FL 32641

Grant Title: Rural Services Crime Watch Grant Number: 2012 JAGC 1566 Award Amount: $5,016

Contact Person Name and Title: Kelly Amerson, Grant Administrator Phone Number: (352) 367-4031

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees.
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution.
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title | **Signature** | **Date**

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Sadie Darnell **[responsible official]**, certify that the Alachua County Sheriff's Office **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Alachua County Sheriff's Office **[organization]**, at 2621 S.E. Hawthorne Rd Gainesville, FL 32641 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Sadie Darnell, Sheriff | Sadie Darnell | 8/8/11

Print or type Name and Title | **Signature** | **Date**

OMB Approval No. 1121-0140 Expiration Date: 12/31/12

[redacted]

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6. Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder

Typed Name and Title: Clayton H. Wilder, Community Program Administrator

Date: 9-1-11

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Alachua County Board of County Commissioners

Signature:

Typed Name and Title: Lee Pinkoson, Chair

Date: 8/1/2011

Attest

J. K. Irby, Clerk
(seal)

Approved as to Form

Alachua County Attorney

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Alachua County Sheriff

Signature: Sadie Darnell

Typed Name and Title: Sadie Darnell, Sheriff

Date: 8/8/11

Approved as to Form: C. M. Weyger

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: _____

Date: _____

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Alachua County Board of County Commissioners

Signature: _____

Typed Name and Title: Lee Pinkoson, Chair

Date: _____

Attest _____
J. K. Irby, Clerk
(seal)

Implementing Agency
Official, Administrator or Designated Representative

Approved as to Form _____
Alachua County Attorney

Typed Name of Implementing Agency: Alachua County Sheriff

Signature: _____

Typed Name and Title: Sadie Darnell, Sheriff

Date: _____

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

CERTIFICATION FORM

Recipient Name and Address: Alachua County Board of County Commissioners, 12 SE 1st Street Gainesville, FL 32601

Grant Title: Problem Oriented Policing (POP) Grant Number: _____ Award Amount: 66,000

Contact Person Name and Title: Jackie Chung, EO Manager Phone Number: (352) 374-5275

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both**. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees,
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution,
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title **Signature** **Date**

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Lee Pinkoson, Chairman **[responsible official]**, certify that the Alachua County Board of County Commissioners **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Alachua County Office of Equal Opportunity **[organization]**, at 105 S.E. 1st Avenue, Gainesville, FL 32601 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Lee Pinkoson

Print or type Name and Title **Signature** **Date**

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

OMB Approval No. 1121-0140 Expiration Date: 12/31/12

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Alachua County Board of Commissioners
County: Alachua

Chief Official

Name: Lee Pinkoson
Title: Chairman
Address: Post Office Box 2877
City: Gainesville
State: FL **Zip:** 32602-2877
Phone: 352-264-6900 **Ext:**
Fax:
Email: lpinkoson@alachuacounty.us

Chief Financial Officer

Name: Todd Hutchison
Title: Finance Director
Address: Post Office Box 939
City: Gainesville
State: FL **Zip:** 32602
Phone: 352-374-3605 **Ext:**
Fax: 352-374-5265
Email: nth@alachuaclerk.org

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 1: Administration

Implementing Agency

Organization Name: Alachua County Sheriff's Office
County: Alachua

Chief Official

Name: Sadie Darnell
Title: Sheriff
Address: Post Office Box 1210
City: Gainesville
State: FL **Zip:** 32602-1210
Phone: 352-367-4055 **Ext:**
Fax: 352-374-1870
Email: sdarnell@alachuasheriff.org

Project Director

Name: Kelly Amerson
Title: Grant & Legislative Administrator
Address: Post Office Box 1210
City: Gainesville
State: FL **Zip:** 32602
Phone: 352-367-4031 **Ext:**
Fax: 352-374-1873
Email: kamerson@alachuasheriff.org

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 2: Project Overview

General Project Information

Project Title: RURAL SERVICES CRIME WATCH PROGRAM
Subgrant Recipient: Alachua County Board of Commissioners
Implementing Agency: Alachua County Sheriff's Office
Project Start Date: 10/1/2011 **End Date:** 9/30/2012

Problem Identification

Alachua County incorporates 969 square miles with 7 cities, 2 towns and 13 unincorporated areas. To address the needs of rural services, the Alachua County Sheriff?s Office established the Rural Services Unit.

The crime in rural areas is expanded to more than just stealing livestock and horses. Calls for service include, reports of farm equipment, and copper stolen from rural businesses. Citizens are growing concerned not only for their businesses but the safety of their homes. Vandals have blow up mailboxes, destroyed crops and have stolen common farming chemicals, turning them into lethal and illegal materials. The remoteness from other neighbors, lax security and the distance law enforcement must travel to the area all are factors that need to be addressed.

Project Summary (Scope of Work)

Rural Service Deputies would use the equipment to set up covert surveillance to capture criminals who trespass, steal farm equipment and damage crops on agricultural land which has a direct negative effect on the economy and local citizens of our community which would also be in violation of FSS 806.13 FSS 810.02, FSS 810.09, FSS 810.115, FSS 812.014, and FSS 812.015.

Educate citizens on how to recognize crimes that are specific to the rural community and being able to relay the vital information needed to prosecute or prevent those crimes to the Rural Service Deputy.

Additionally, provide Rural Services Deputies with the equipment needed to get feed, nutrients, water and shelter for abused/neglected livestock that have been seized or taken into custody in accordance with FSS 828.12 or FSS 828.13.

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Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of $500,000 or more from the U.S. Department of Justice?

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Programs

State Purpose Area: E - Equipment Supplies - Purchase Equipment/Supplies

Activity Description

Activity: Equipment and Supplies
Target Group: Equipment and Supplies
Geographic Area: Rural
Location Type: County-Wide

Activity Description

Activity: Equipment and Supplies
Target Group: Equipment and Supplies
Geographic Area: Rural
Location Type: Airport

Objectives and Measures

Objective: 25.E.SI - Amount of funds expended on equipment and/or supplies

Measure: Part 1
Amount of funds to be expended to purchase equipment and/or supplies
Goal: 13,000

Objective: 52.E.SI - Number of equipment items purchased with JAG funds by type of equipment

Measure: Part 13
How many pieces of undercover surveillance equipment (microphones, video, etc.) will be purchased?
Goal: 4

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Florida Department of Law Enforcement

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Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Monthly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000501

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$5,016.00	$0.00	$5,016.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$5,016.00**	**$0.00**	**$5,016.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
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Section 4: Financial (cont.)

Budget Narrative:

The video surveillance system and/or game camera's will be used for aiding in the capture of trespassers and for possible grow operations relating to narcotics. Examples include,trespassing on agriculture land to steal livestock, equipment, anhydrous ammonia and diesel fuel. Also it could be used for monitoring land that is being used for drug cultivation.

Operating Capital Outlay:

G2-A-NIGHTCAM for G2K 1 @ $5,016

Total OCO $5,016

Total grant $5,016

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: N/A

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: N/A

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: $1,000

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: N/A

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (http://www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (http://www.ojp.usdoj.gov/BJA/grant/jag.html) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

   - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": https://www.flrules.org/**
   - **Office of Management and Budget (OMB) Circulars: http://www.whitehouse.gov/omb/circulars**
     - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
     - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
     - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
     - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
     - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
     - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
   - **Code of Federal Regulations: http://www.gpoaccess.gov/cfr/index.html**
     - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
     - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
     - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
     - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
   - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: http://www.ojp.usdoj.gov/BJA/grant/jag.html**
   - **United States Code: http://www.gpoaccess.gov/uscode/index.html**
     - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**

2. **Allowable Costs**

   a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."

   b. All procedures employed in the use of federal funds for any procurement shall be according

to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

(1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

(2) Report Contents: Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

(a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.

(b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.

(c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

(d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

(e) Reports are to be submitted even when no reimbursement is being requested.

(2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.

(3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.

c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.

b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

a. All income generated as a direct result of a subgrant project shall be deemed program income.

b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.

c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.

d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds $450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the $450 threshold does not apply.

12. Property Accountability

a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

a. The copyright in any work developed under an award or subaward, and

b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [*contact the Office of Criminal Justice Grants for award number*] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

a. Subgrant recipients that expend $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat. , "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.

c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.

d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

f. Subgrant recipients that expend less than $500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:

(1) Supplies or services to be furnished by the consultant were obtainable from other sources,

(2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and

(3) The subgrant recipient failed to reasonably comply with such order.

c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item

c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat. , and

made or received by the subgrant recipient or its contractor in conjunction with this agreement.

c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.

b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

(1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

(2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of $500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of $25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.

e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

(1) New construction;

(2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

(3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

(4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

(5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.

c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is $100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of $100,000 or more.

b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure to file.

c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR 69, the applicant certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.

b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

(1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;

(2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;

(3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;

(4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

(5) Employ qualified disposal contractors to remove all chemicals and associated

glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

(6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;

(7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;

(8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and

(9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit http://www.niem.gov/implementationguide.php.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

62. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, 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

63. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address 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 will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6. Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: _____

Date: _____

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Alachua County Board of County Commissioners

Signature: _____

Typed Name and Title: Lee Pinkoson, Chair

Date: _____

Attest

J. K. Irby, Clerk
(seal)

Approved as to Form

Alachua County Attorney

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Alachua County Sheriff

Signature: _____

Typed Name and Title: Sadie Darnell, Sheriff

Date: _____

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: _____

Date: _____

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

CERTIFICATION FORM

Recipient Name and Address: Alachua County Board of County Commissioners, 12 SE 1st Street Gainesville, FL 32601

Grant Title: Rural Services Crime Watch (RSCW) Grant Number: _____ Award Amount: 13,000

Contact Person Name and Title: Jackie Chung, EO Manager Phone Number: (352) 374-5275

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both**. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees,
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution,
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title **Signature** **Date**

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Lee Pinkoson, Chairman **[responsible official]**, certify that the Alachua County Board of County Commissioners **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Alachua County Office of Equal Opportunity **[organization]**, at 105 S.E. 1st Avenue, Gainesville, FL 32601 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Lee Pinkoson _____ _____

Print or type Name and Title **Signature** **Date**

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

OMB Approval No. 1121-0140 Expiration Date: 12/31/12

July 12, 2011 Regular BoCC Meeting
Agenda Item #28

Title
Settlement Agreement with Victor Holloway Regarding Dangerous Dog "Popeye" (Amended)

Amount
$750.00 (revenue)

Description
This agreement settles Mr. Holloway's Circuit Court appeal of a dangerous dog classification for Popeye.

Recommendation
Approve the agreement Regarding Dangerous Dog "Popeye".

Alternative(s)
Reject the agreement.

Requested By
Robert Livingston

Originating Department
County Attorney

Attachment(s) Description
Settlement Agreement

Documents Requiring Action
Settlement Agreement

Executive Summary
Mr. Victor Holloway appealed a Codes Enforcement Board determination that his dog, Popeye, was a dangerous dog. This settlement agreement resolves the appeal and Popeye will be classified as dangerous and be subject to certain restrictions.

Background
Popeye is a neutered, male Pit bull mix that resides with his owner, Mr. Victor Holloway, at 24911 NW 11th Avenue, Alachua, Fl. On December 2, 2010, the Codes Enforcement Board (CEB) heard witness testimony that, on at least two occasions, Popeye left his property and charged passersby in the street in a menacing fashion and apparent attitude of attack. The CEB found that Popeye was a dangerous dog within the meaning of statute. Mr. Holloway appealed the ruling to the circuit court. Should the court find for Mr. Holloway, the case could be remanded for an additional hearing, and then, possibly, be appealed again, resulting in lengthy and continuing litigation. Popeye is currently impounded at Animal Services. While the appeal was pending, a change to State law put into question the validity of the section of the Alachua County Animal Control Ordinance that prohibits owning dangerous dogs within Alachua County. Thus, dangerous dogs may now be owned within the County, but they will still be subject to certain State law restrictions. This settlement agreement resolves the appeal such that Popeye will be under restrictions greater than those imposed by State law. The settlement with Mr. Holloway would classify Popeye as a dangerous dog. Mr. Holloway agrees to maintain Popeye in accordance with all of the current State requirements for a dangerous dog, plus additional restrictions. In accordance with the State requirements, Popeye will be maintained indoors or, when outside, then in a pen with a top. He will be muzzled and controlled by leash if outside the pen. In addition, Mr. Holloway has agreed to provide a liability

insurance policy, specifically for dangerous dogs, with limits of $300,000 aggregate/ $150,000 per incident, and wear a distinctive collar, in addition to certain other restrictions. The boarding fees owed by Mr. Holloway, approximately $2900, would be reduced to $750.00.

Issues
Should the Board approve the settlement agreement with Mr. Holloway, which achieves restrictions on Popeye that are greater than what could be obtained under current County ordinance and State law?

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: HollowaySettlementAgreement.pdf

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this 12th day of July, 2011, by and among ALACHUA COUNTY, a political subdivision of the State of Florida ("the County"), VICTOR HOLLOWAY ("Holloway"), all being referred to collectively herein as "the parties."

WHEREAS, Holloway and County are the Appellant and Appellee in Victor Holloway, Appellants v. Alachua County, Florida, Alachua County Animal Services, Appellee, and wish to avoid the time and expense of further litigating said cause now pending in the Circuit Court, Eighth Judicial Circuit, in and for Alachua County, Florida, appellate Division, Case No. 2010-AP-48, and have come to a resolution agreeable to both; and,

THEREFORE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As of the date of this agreement, Popeye is a neutered male pit mix, white with spotted markings. Popeye was the subject of a dangerous dog investigation and subsequent hearing in front of the Alachua County Code Enforcement Board, complaint number CEB 10-042.

2. The parties agree that Popeye is classified as a "dangerous dog" pursuant to and within the meaning of Section 767.11, Florida Statutes, 2010. Holloway completely waives any and all rights he may have to challenge such classification in court under any and all laws that may be applicable, including but not limited to the provisions of Chapter 767, Florida Statutes, the Constitution of the State of Florida and the Constitution of the United States of America.

3. Holloway shall comply with all provisions of section 767.12, Florida Statutes, as amended, regarding the ownership of a dangerous dog, including, but not limited to, all muzzling, enclosure and restraint requirements, tattooing or the placement of a microchip, sign placement on the property and vaccinations.

4. In addition to the statutory requirements set out in Section 767.12, Florida Statutes, as amended, Holloway shall comply with the following additional requirements:

    a. Holloway shall carry a liability insurance policy to cover any damage caused by Popeye in the amount of $150,000.00 per incident and $300,000.00 per year aggregate. Alachua County Board of County Commissioners, Animal Services Division, 3400 N.E. 53rd Avenue, Gainesville, Florida, 32609, shall be listed as a certificate holder on the policy.

    b. Popeye shall wear a distinctive collar, provided by Animal Services as part of Popeye's registration, at all times indicating that he has been declared a "dangerous dog" under Florida law.

    c. Should Holloway relocate Popeye within Alachua County, Holloway will provide proof that he is fee simple owner of the property where Popeye is located, or has permission from the owner that the owner consents with the housing of a dangerous dog on the premises.

5. Should Holloway fail to comply with the statutory requirements for a dangerous dog or the additional requirements set out in paragraph four of this Settlement Agreement, permanent

custody of Popeye shall vest with Alachua County. The County may dispose of Popeye as the County sees fit 10 days after notifying Holloway that he is entitled to a hearing in accordance with the hearing procedures set forth in Chapter 72, Alachua County Code of Ordinances. If Holloway timely requests a hearing, then Alachua County shall hold Popeye until the conclusion of all proceedings. In addition, County may seek enforcement of this settlement agreement through the court, issue a citation in accordance with law, or use any other enforcement mechanism provided by law.

6. If for any reason Holloway is unable to care for Popeye or chooses not to care for him, he shall not sell, give or otherwise transfer ownership or possession of Popeye except in conformity with the provisions of Section 767.12, Florida Statutes, as amended. The new owner shall be subject to the limitations set forth in this Settlement Agreement. The County shall be immediately notified if ownership is ever transferred.

7. Holloway fully, completely, irrevocably and forever releases and discharges the County, all departments and divisions thereof, and all of its principals, officers, employees and agents from any and all claims for damages, demands, actions, lawsuits and causes whatsoever, whether in law or in equity, which Holloway may have or assert against any of them now or in the future arising out of the circumstances of the County's seizure and impoundment of Popeye and its investigation and determination that Popeye is a "dangerous dog" under Section 767.12, Florida Statutes, and its determination that Popeye must be destroyed, or arising out of the process provided by the County to Holloway in the course thereof or claimed deficiencies in such process, or arising out of the costs and expenses incurred by Holloway in connection therewith and in connection with boarding Popeye. Promptly upon his entry into this Settlement Agreement, Holloway shall dismiss with prejudice the above-styled lawsuit.

8. The County fully, completely, irrevocably and forever releases and discharges Holloway from any and all claims and demands it may have against him for boarding related fees in the above-styled cause arising under Section 767.13, Florida Statutes, or otherwise on the following conditions:

    a. Holloway shall pay $750.00 in full settlement of boarding and medical costs.

    b. Holloway shall pay in installments of $150 a month until the amount is paid.

9. The County and Holloway shall each bear their own attorney's fees and costs arising out of the above-styled cause now pending in the Circuit Court of the Eighth Judicial Circuit, Alachua County, Florida, Case No. 2010-AP-48, and all fees incurred in the Alachua County Code Enforcement Board proceedings under case number CEB 10-042.

10. Holloway fully, completely, irrevocably and forever releases and discharges the County, all departments and divisions thereof, and all of its principals, officers, employees and agents from any and all manner of actions, injuries, claims, lawsuits and attorneys' fee and costs, whatsoever, in law or equity arising out of his responsibilities under this Settlement Agreement.

11. Each party shall have the right to seek all remedies available at law or in equity for the breach of this Settlement Agreement, including injunctive relief and the remedy of specific performance. The venue of any action arising under this Settlement Agreement shall lie exclusively in Alachua County, Florida.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date and year first above-written and agree to be bound by the terms and conditions of this Settlement Agreement.

ALACHUA COUNTY, FLORIDA

By: _____
Chair, Board of County Commissioners

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

VICTOR HOLLOWAY

_____

NOTARY
STATE OF FLORIDA
COUNTY OF ALACHUA

Dated this 21 day of June, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 21 day of June, 2011, by Victor Holloway, who is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida at Large

Rick Fabiani II
COMMISSION # DD917804
EXPIRES: AUG. 18, 2013
www.AaronNotary.com
(seal)

July 12, 2011 Regular BoCC Meeting
Agenda Item #29

Title
Report of Contracts and Grants signed by County Manager and Staff May 2011 (Amended)

Amount
N/A

Description
Request Approval of the Report of Contracts Signed by the County Manager and County Staff for May 2011

Recommendation
Accept the report of Contracts signed by the County Manager and County Staff and include a copy of the agreements in the minutes of the Board of County Commissioners.

Alternative(s)
Do not accept the report and provide direction

Requested By
John Johnson x7392

Originating Department
Office of Management and Budget

Attachment(s) Description
Report of Contracts signed by County Manager and Staff -May 2011

Documents Requiring Action
List of Contracts signed by County Manager and County Staff for May 2011

Executive Summary
List of Contracts signed by County Manager and County Staff for May 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 report of all such contracts, agreements, leases, grants and similar items be reported to the Board and that a copy of any such contracts be included in the Board's minutes. Originals of contracts are maintained by the Office of Management and Budget

Issues
Whether to 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)
NA

Funding Sources
various

Account Code(s)
various

Attachment: County Manager Contracts Signed May 2011.pdf

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
NA	CHILDREN BEYOND OUR BORDERS	NA	ECIVIS SUBSCRIPTION AGREEMENT TO ALLOW USE OF GRANTS NAVIGATOR	5/14/2011	OFFICE OF MANAGEMENT AND BUDGET	
NA	CHRIST CENTRAL ALACHUA	NA	ECIVIS SUBSCRIPTION AGREEMENT TO ALLOW USE OF GRANTS NAVIGATOR	5/16/2011	OFFICE OF MANAGEMENT AND BUDGET	
NA	CONGREGATION B'NAI ISRAEL	NA	ECIVIS SUBSCRIPTION AGREEMENT TO ALLOW USE OF GRANTS NAVIGATOR	5/14/2011	OFFICE OF MANAGEMENT AND BUDGET	
NA	TOWN OF MICANOPY	NA	MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	5/8/2011	COURT SERVICES	
NA	WE'RE FOR JESUS CHRISTIAN CENTER, INC	NA	MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	5/2/2011	COURT SERVICES	
7588	BIG D ROOFING, INC	($2,160.00)	CHANGE ORDER #1 TO AGREEMENT FOR REROOFING OF THE SUPERVISOR OF ELECTIONS WAREHOUSE	5/11/2011	ADMINISTRATIVE SERVICES - FACILITIES	NEW TOTAL FOR AGREEMENT; $21,157.00
7538	V. E. WHITEHYRST AND SONS	NO CHANGE	CHANGE ORDER #1 TO AGREEMENT FOR MILL AND RESURFACE OF SE CR 325 FROM SE CR 346 TO US 301 (PROJECT #6361)	5/9/2011	PUBLIC WORKS - ENGINEERING	ADDS 31 DAYS TO ORIGINAL COMPLETION TIME OF 330 DAYS
7309	GEOCOVE, INC	($1,000.00)	FIRST AMENDMENT TO AGREEMENT FOR PURCHASE OF 12c ENTERPRISE SOLUTION	5/9/2011	CODE ENFORCEMENT	PROVIDES FOR SOFTWARE ESCROW
7429	CCI CABOT CONSTRUCTION INC.	($3,016.00)	CHANGE ORDER #1 TO AGREEMENT FOR HURRICANE SHUTTER INSTALLATION AND UPGRADE AT THE ALACHUA COUNTY SHERIFF'S OFFICE	5/3/2011	ADMINISTRATIVE SERVICES - FACILITIES	NEW TOTAL: $146,582.00. this PROJECT PARTIALLY GRANT FUNDED.
7594	D & D ENTERTAINMENT	$700.00	LICENSE AGREEMENT TO USE THE ALACHUA COUNTY FAIRGROUNDS	5/3/2011	PUBLIC WORKS - PARKS	CAR AND ARTS SHOW AND FESTIVAL HELD MAY 7, 2011
7595	GAINESVILLE AMATEUR RADIO SOCIETY	$850.00	LICENSE AGREEMENT TO USE THE ALACHUA COUNTY FAIRGROUNDS	5/3/2011	PUBLIC WORKS - PARKS	ANNUAL HAMFEST HELD 4-30-2011
7610	UNIVERSITY OF FLORIDA	($10,000.00)	TOURISM GRANT AGREEMENT	5/25/2011	VISITORS AND CONVENTION BUREAU	TO SUPPORT PURC/WORLD INTERNATIONAL TRAINING PROGRAM ON UTILITY REGULATION AND STRATEGY - JUNE 13-14 2011
7609	UNIVERSITY OF FLORIDA	($10,000.00)	TOURISM GRANT AGREEMENT	5/25/2011	VISITORS AND CONVENTION BUREAU	TO SUPPORT PURC/WORLD INTERNATIONAL TRAINING PROGRAM ON UTILITY REGULATION AND STRATEGY - JANUARY 10-22 2011

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7607	CITY OF GAINESVILLE	$9,000.00	LEASE AGREEMENT FOR USE OF THE ALACHUA COUNTY FAIRGROUNDS	5/25/2011	PUBLIC WORKS - PARKS	FOR HOGGETOWN MEDIEVAL FAIRE JANUARY 17 - FEBRUARY 9 2011
7608	SWEET DREAMS OF GAINESVILLE	$350.00	LICENSE AGREEMENT TO USE THE ALACHUA COUNTY FAIRGROUNDS	5/25/2011	PUBLIC WORKS - PARKS	EDUCATIONAL TRUCK SHOW - 5-21-2011
7606	WHITMAN, KEITH AND MIRANDA	NA	LICENSE AGREEMENT FOR PUBLIC SAFETY TRAINING	5/19/2011	PUBLIC SAFETY	USED FOR NON-BURN TRAINING EXERCISE

7588

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 17, 2011

MEMORANDUM

To: Charlie Jackson
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on May 11, 2011 & Received in May 12, 2011. Encumbrance Approved in HTE May 16, 2011**

Enclosed please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. A copy of the Green Sheet and Encumbrance is included with the electronic file sent today.

BIG D ROOFING, INC.

Change Order #1 to Agreement for the Re-Roofing Services for the Supervisor of Elections Warehouse Project located at 915 SE 5th Street
Term: Notice to Proceed until completed (2 calendar days)
Amount: $ 2,160.00 (increase) Account: 300-1204-519.46-20
New Total $21,157.00
BID #11-443

Please forward this document to the vendor and keep a copy for your files. Enclosed is your encumbrance number. Thank you for your assistance.

Furnish me with a Notice to Proceed when issued and Letter of Completion.

Enclosures
cc: OMB
Finance & Accounting
Purchasing

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Replacement of decayed plywood on the roof's substrate at the Supervisor of Elections Warehouse

DEPARTMENT:	RETURN TO	CONTACT: Charlie Jackson
Admin. Services	Charlie Jackson	PHONE 352-374-5229

DOCUMENT(S) REQUIRING ACTION:	Change Order #1 to the Contractual Services Contract to Big "D" Roofing, Inc.	AMOUNT: **$2,160.**

EXECUTIVE SUMMARY: Request to approve Change Order #1 to the Contractual Services Agreement between Alachua County Board of County Commissioners and Big "D" Roofing, Inc. for the Re-Roof of the Supervisor of Elections Warehouse.

BACKGROUND: The Alachua County Board of County Commissioners adopted this Capital Improvements Program (CIP) project "Supervisor of Elections Warehouse Roof Replacement" for the Fiscal 2011. This project was advertised for bids on December 8 and 15, 2010. Four Vendors submitted bids and the lowest and most responsive bidder was Big "B" Roofing, Inc. Alachua County BoCC entered into a contractual Services Agreement on March 29, 2011. A notice to proceed was issued to Big "D" Roofing on April 18th. The roof replacement project began on April 25, 2011.

ISSUES: During the tear off of existing shingles and underlayment of the roof it was discovered that 27 sheets of plywood was decayed and required replacement. During a roof replacement of this type of roof, it is customary to find damaged plywood. If the plywood is not replaced it will jeopardized the integrity of the roof's substrate/deck. If this request is denied, the SOE warehouse roof will continue to leak, resulting in the possibility of expensive voting equipment being damaged.

ACTION

Recommendation: Approve and execute change order #1 to the Contractual Services Agreement between Alachua County Board of County Commissioners and Big "D" Roofing, Inc.

BUDGETARY IMPACT

Recommendation:	Sufficient funds have been allocated to this project
Funding Sources:	**Capital Improvement Program (CIP) General**
Associated Costs	N/A
Account Code:	300-1204-523.46-20

ATTACHMENTS:	Change Order #1 to the Contractual Services Agreement between Alachua County Board of County Commissioners and Big "D" Roofing, Inc.
SUGGESTED REFERENCE MATERIAL:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
4/27/11 5-27-11				5/11/11

Exhibit 2 Notice to Proceed Amendment

AMENDMENT #	One
NTP/Project #	
Contractor:	Big "D" Roofing
Encumbrance #	0000055573
Contract Manager:	Regina Bradley
Work Order Name #:	Remove and replace 27 sheets of decayed plywood on the roof deck

Work Order Description: Remove and replace 27 pieces of 4' x 8' plywood on the roof deck at the Supervisor of Elections Warehouse
Deliverable(s): Install 27 pieces of plywood on the roof deck

Original Work Order Price:	$18,997.00
Total of Prior Approved Changes	0
Amount of this Change in Work Order Add (Deduct)	$2,160.00
New Work Order Price with Amendment:	$21,157.00

Original Completion Date	May 2, 2011
New Completion Date	May 2, 2011

Alachua County:
By: _____
Date: RANDALL H. REID, COUNTY MANAGER

Approved as to Form
_____
Alachua County Attorney

Contractor:
By: _____
Date: 4-25-11

BIG "D" ROOFING, INC.

4480 N.E. 35th Street
Ocala, Florida 34479
(352)622-9076
FAX (352)236-0673
EMAIL: bigdroofing@embarqmail.com

April 25, 2011

Proposal

To: **Alachua County Facilities**
Attn: Regina Bradley

Project: **Supervisor of Elections Warehouse**
915 SE 5th Street
Gainesville, FL

During the Re-roof of the Supervisor of Elections, it was discovered that 27 pieces of decayed or damaged plywood needs to be replaced.

The agreed to contract amount for such services is $2.50 PSF.
or $80.00 per sheet of 4'x8' ½"plywood.

The total of this proposal is $2,160.00

These additional services will not impact the initial project schedule.

Don H. Stauss, Jr.
Big "D" Roofing, Inc.
352-236-1155

1250

7538

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 10, 2010

M E M O R A N D U M

To: Ken Fair, Sr. Administrative Support Manager
Public Works

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on May 9, 2011 & Received in Contracts May 9, 2011**

Attached please find one original of the document referenced below which was approved by the Board on the date referenced above.

WHITEHURST, W.E. & SONS
CO#1 to Agreement for Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301 – Project#6361
Term: Notice to Proceed Date - 361 days (Additional 31 days)
Amount: $ 89,298.85 Account: 351-7910-541.63-61
BID #10-429

Please forward a copy of the fully executed document to the vendor and keep a copy for your files. Your encumbrance is enclosed. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

7538

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Change Order No. 1 to Agreement for the Mill & Resurface of SE CR 325 from SE CR 346 to US 301		
DEPARTMENT:	**RETURN TO**	**CONTACT:**	Dave Cerlanek via Richard Hedrick
Public Works	Ken Fair	**PHONE**	374-5245 ext 1214
DOCUMENT(S) REQUIRING ACTION:	Change Order No.1	**AMOUNT:**	$89,298.85

EXECUTIVE SUMMARY: On February 8, 2011 the BOCC approved an agreement with V.E. Whitehurst & Sons, Inc for the Mill & Resurface of SE CR 325 from SE 346 to US 301. The bridge and bridge approaches within the project limits (Cross Creek) where originally exempted from the project. Field Change Order No. 1 was issued during construction to replace failing crossdrains. Change Order No. 1 modifies the limits of the project to resurface the bridge approaches, to bring the guardrail on the approaches up to current standards, adds costs related to crossdrain replacements and increases the duration of the Agreement from 330 days to 361 days for the work. The additional time is needed for to increase the limits of repaving, to replace the guardrail and to replace the crossdrains. Per the Contract Documents, changes in the contract time and changes over $50,000 may only be approved by the County Manager or the BOCC.

BACKGROUND: On April 19, 2005, the Board of County Commissioners approved a $33 million bond issue from Gas Tax Bond Revenues to fund the resurfacing of roads within Alachua County which included CR 325. Project #6361 consists of resurfacing and adding 2' paved shoulders to CR 325 from from SE CR 346 to US 301. V.E. Whitehurst & Sons was the low bidder and the Board approved an agreement on February 8, 2011.

ISSUES: If the Change Order is not approved, the County may be liable for safety issues in work not brought up to currents standards. Work not brought up to standard may also cause on-going maintenance issues.

ACTION

Recommendation: Approve Change Order No. 1

BUDGETARY IMPACT

Recommendation:	Sufficient funds exist in the Gas Tax Bond Revenues for this project.
Funding Sources:	Gas Tax Bond Revenues
Associated Costs	$89,298.85
Account Code:	351-7910-541-6361

ATTACHMENTS:	Change Order No. 1; Agreement between Alachua County and V.E. Whitehurst & Sons; Change Order No. 1 plans
SUGGESTED REFERENCE MATERIAL:	N/A

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					5/9/11

CHANGE ORDER NO. 1

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

Description of Change to Contract:

1. Additional cost of **$74,045.08** for guardrail removal and replacement and increase in the project milling and resurfacing limits per change order #1 plans.
2. Additional cost of **$15,253.77** for work associated with crossdrain replacements not shown in plans.

CONTRACT INFORMATION

Date of Contract February 8, 2011

Original Contract Days 330

Original Contract Amount $4,203,517.18

Previous Changes to Contract Days 0

Amount of Previous Change Orders $0

Changes to Contract Days 31

Amount of this Change Order: $89,298.85

Revised Contract Amount $4,292,816.03

Revised Contract Days 361

TOTAL CHANGE ORDERS - % of Original 2.12%

EXECUTION OF AGREEMENT

CONTRACTOR	SURETY	COUNTY - Alachua County, FL
By:	By:	By:
Title:	Title: Agent/Attorney in fact	Title:
Attest:	Attest:	Attest:

RANDALL H. REID, COUNTY MANAGER

Date of Execution by County: _____

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

CHANGE ORDER NO. 1

Description of changes to contract:

1. Additional cost and time (10 days) for additional work associated with increasing the project limits from 30+60 to 32+00 and from 441+48 to 443+61 per the attached Change Order 1 Construction Plans.

   Reason for change: The project limits were extended from 30+60 to 32+00 and from 441+48 to 443+61 and as a result the additional work depicted in the attached Change Order 1 Construction Plan had to be incorporated into the project. This increase project limits resulted in an increase in the amount of guardrail work and the quantities associated with milling and resurfacing the project. Guardrail cost increase is attributed to increase in steel price index.

   Increases (decreases):

a)	Maintenance of Traffic:	1 LS	x	$7,263.70	=	**$7,263.70**
b)	Clearing & Grubbing:	1 LS	x	$11,024.38	=	**$11,024.38**
c)	Silt Fence Staked:	1000 LF	x	$0.95/LF	=	**$950.00**
d)	Grading:	1 LS	x	$3,000.00	=	**$3,000.00**
e)	Borrow:	1200 CY	x	$5.75/CY	=	**$6,900.00**
f)	Mill Existing Pvmt (1" Avg Depth):	630 SY	x	$0.77/SY	=	**$485.10**
g)	ARMI Layer:	630 SY	x	$3.48/SY	=	**$2,192.40**
h)	SP 12.5, Traffic B:	87 TN	x	$71.70/TN	=	**$6,237.90**
i)	FC-9.5:	780 SY	x	$6.57/SY	=	**$5,124.60**
j)	Remove Existing Guardrail & Post:	670 LF	x	$5.00/LF	=	**$3,350.00**
k)	Guardrail (W-beam):	625 LF	x	$16.20/LF	=	**$10,125.00**
l)	ET-2000 LET	4 EA	x	$1,775.50/EA	=	**$7,102.00**
m)	Miscellaneous Asphalt:	25 TN	x	$200.00/TN	=	**$5,000.00**
n)	Sod (Bahia)	1500 SY	x	$1.59/SY	=	**$2,385.00**
o)	Fertilize, Seed and Mulch:	4000 SY	x	$0.19/SY	=	**$760.00**
p)	Water for Grassing:	50 MG	x	$5.30/MG	=	**$265.00**
q)	Existing Special Shoe Connection:	4 EA	x	$470/EA	=	**$1880.00**
				TOTAL	=	**$74,045.08**

   Attached: CR 325 Milling & Resurfacing Project Change Order #1 Construction Plans

2. Additional cost and time (21 days) for additional work associated crossdrain replacements not shown in plans.

   Reason for change: During construction, field conditions warranted replacement of crossdrains throughout the length of the project due to the age and condition of the culverts.

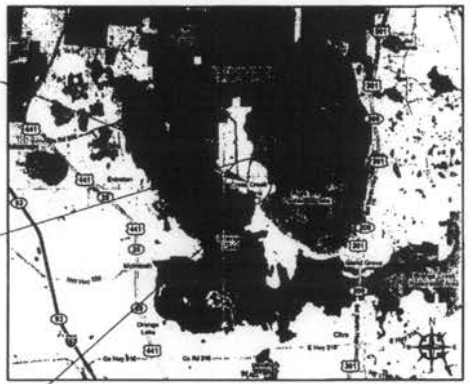
   Increases (decreases):

a)	Maintenance of Traffic:	1 LS	x	$15,253.77	=	**$15,253.77**

ALACHUA COUNTY PUBLIC WORKS

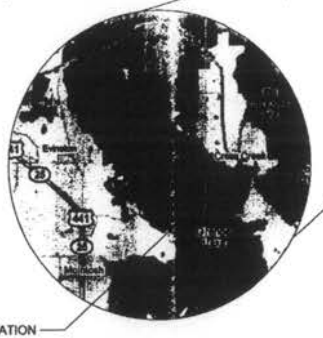
CR 325 Milling & Resurfacing Project
Change Order #1

(@ Cross Creek Bridge)



PROJECT LOCATION MAP

SECTION 5 TOWNSHIP 10S RANGE 19E



AREA DETAIL

NTS

DRAWING INDEX	
SHEET NUMBER	*DRAWING DESCRIPTION*
1	COVER SHEET
2	PLAN & PROFILE SHEET
3-4	CROSS SECTION SHEETS

UTILITY COMPANIES		
UTILITY COMPANY	*CONTACT PERSON*	*PHONE NUMBER*
ELECTRIC – AT&T	STUART NOLES	352-371-5278

APPROVED
FOR SIGNATURE
ALACHUA COUNTY ENGINEERING DEPT.

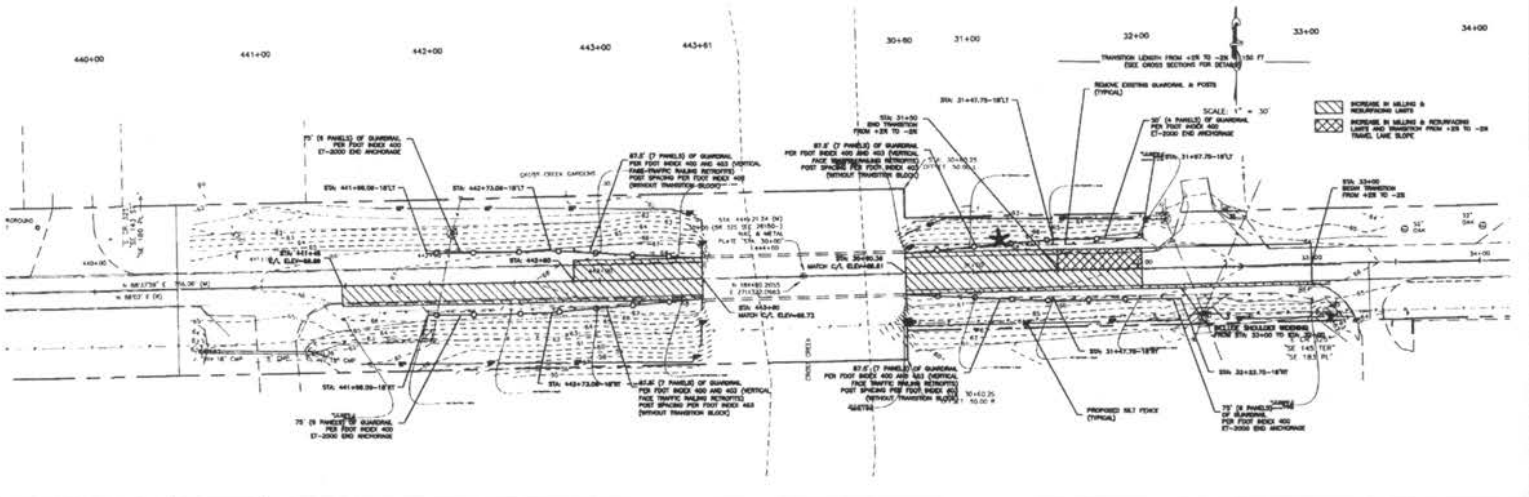
ENGINEER'S SEAL
THE DAVID DEPLANCHE, P.E. LICENSE NO. 49863
STATE OF FLORIDA
DATE: 11/8/2019

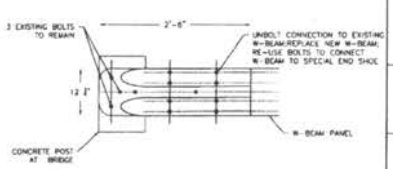
DATE: 07 NOV 2019
SCALE: NTS
DRAWN BY: A.H.
DESIGNED BY: R.H.
APPROVED BY: W.D.C.

ALACHUA COUNTY PUBLIC WORKS ENGINEERING
PHONE: 352-374-5249 • FAX: 352-337-6242
ADDRESS: 5620 NW 120th LANE, GAINESVILLE, FL 32653
TDD-ST. ROADWAY, P.O. BOX 1188, LAKE BUTLER, FL 32054

CR 325 - MILLING & RESURFACING
CHANGE ORDER #1
COVER SHEET

1 OF 4

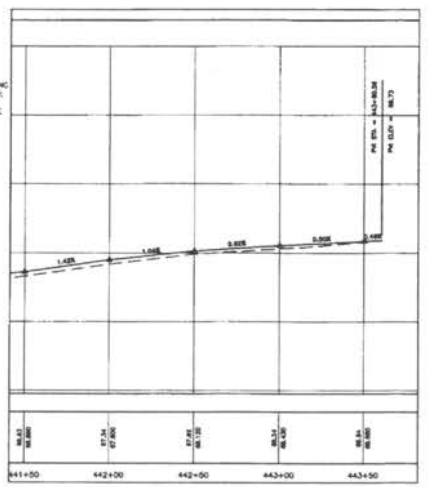




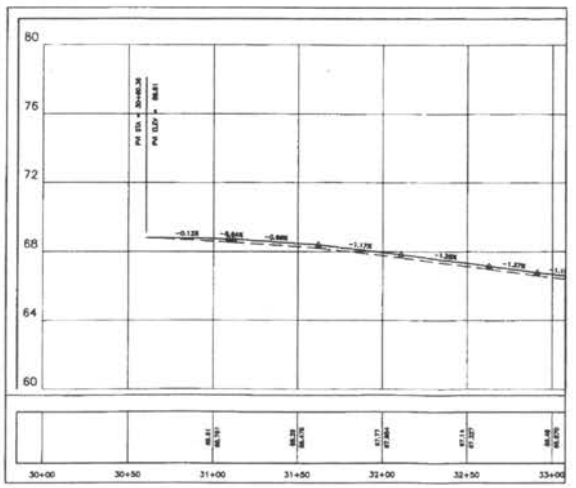
SPECIAL END SHOE DETAIL
IN ACCORDANCE WITH 2010 FDOT INDEX 400
(SHEET 19 OF 28)
NTS

NOTES:

1. THE GUARDRAIL REPLACEMENT AT THE BRIDGE SHOULD BE DONE IN ACCORDANCE WITH THE VERTICAL FACE BRIDGE TRAFFIC RAILING RETROFIT IN THE 2010 FDOT INDEX NO. 403 WITHOUT A TRANSITION BLOCK.
2. THE EXISTING SPECIAL END SHOE AT THE BRIDGE SHALL REMAIN IN PLACE.
3. POST SPACING FOR THE GUARDRAIL AT THE BRIDGE SHOULD BE DONE IN ACCORDANCE WITH THE 2010 FDOT INDEX NO. 403 AND INDEX NO. 400
4. EACH CONNECTION TO THE EXISTING SPECIAL END SHOE SHALL BE PAID FOR PER EACH ITEM
5. PEG AND SOD ALL SLOPES 3:1 OR STEEPER.



HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'



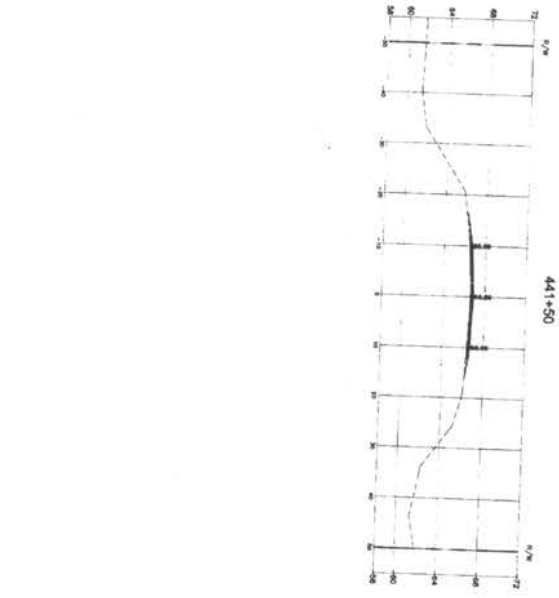
ALACHUA COUNTY PUBLIC WORKS ENGINEERING
PHONE 352-374-5249 • FAX 352-337-6543
MAILING ADDRESS: 5620 NW 120TH LANE, GAINESVILLE, FL 32653
PHYSICAL ADDRESS: 5620 NW 120TH LANE, GAINESVILLE, FL 32653

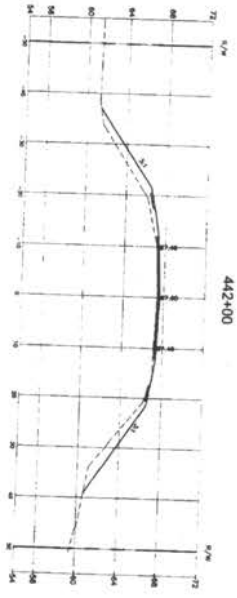
CR 325 - MILLING & RESURFACING
CHANGE ORDER #1
BRIDGE LAYOUT
PLAN VIEW

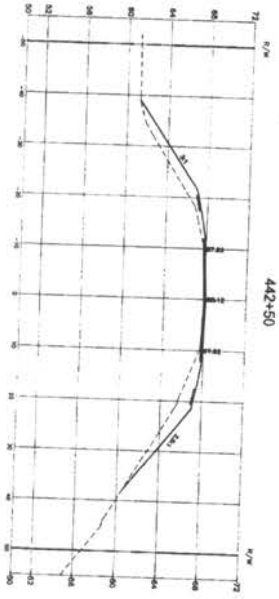
2 OF 4

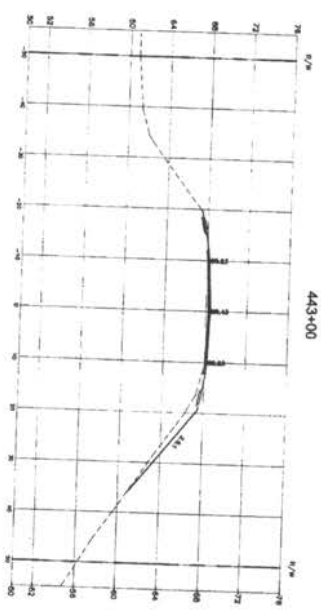
DATE:	15 DEC 2010
SCALE:	NTS
DRAWN BY:	A.K.
DESIGNED BY:	R.N.
APPROVED BY:	W.S.C.

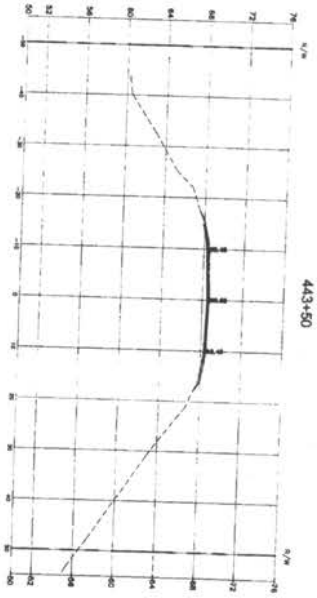
ENGINEER'S SEAL
WM. DAVID CERLANER, P.E.
FLORIDA REG. NO. 48983
DATE: 1/14/2011
NOT VALID UNLESS SIGNED AND SEALED











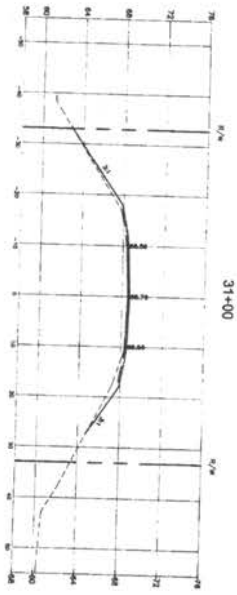
ENGINEER'S SEAL
WM. DAVID CERJANEX, P.E.
FLORIDA REG. NO. 49983
DATE: 1/18/2011
VALID ONLY WITH EMBOSSED SEAL

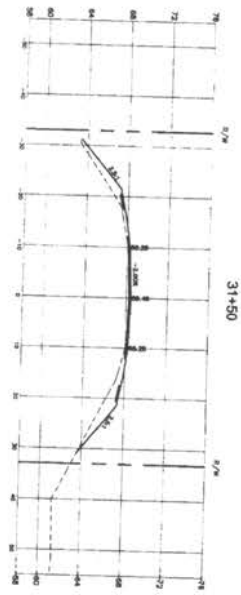
DATE:	17 NOV 2010
SCALE:	NTS
DRAWN BY:	A.H.
DESIGNED BY:	R.H.
APPROVED BY:	W.D.C.

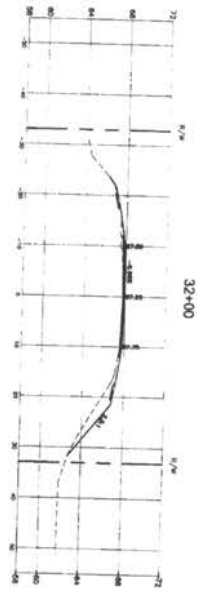
ALACHUA COUNTY
PUBLIC WORKS
ENGINEERING
PHONE: 352-374-5245 — FAX: 352-331-6213
MAILING ADDRESS: PO BOX 1188, GAINESVILLE, FL 32602-1188
FED-EX DELIVERY: 5620 NW 120TH LANE, GAINESVILLE, FL 32653

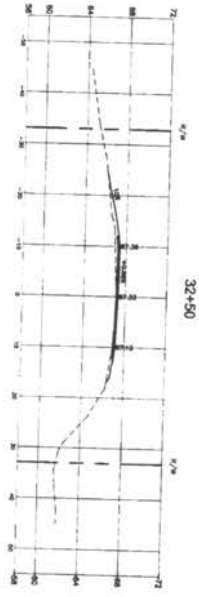
CR 325 - MILLING & RESURFACING
CHANGE ORDER #1

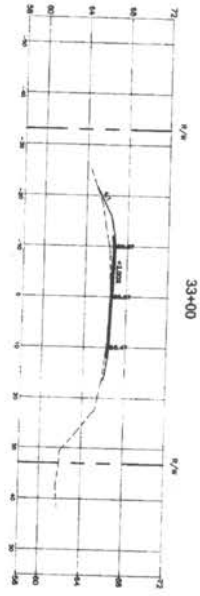
BRIDGE LAYOUT
WEST SIDE CROSS SECTIONS#1











ENGINEER'S SEAL
W. DAVID CERLANEK, P.E.
FLORIDA REG. NO. 49953
DATE: 11/17/10

DATE:	17 NOV 2010
SCALE:	NTS
DRAWN BY:	A.H.
DESIGNED BY:	R.H.
APPROVED BY:	W.D.C.

ALACHUA COUNTY PUBLIC WORKS ENGINEERING

CR 325 - MILLING & RESURFACING
CHANGE ORDER #1

BRIDGE LAYOUT
EAST SIDE CROSS SECTION #2

4 OF 4

#7369

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 10, 2010

MEMORANDUM

To: Rick Wolf
Growth Management

From: John Johnson, Grants & Contracts Coordinator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on May 9, 2011 & Received in Contracts May 9, 2011**

Attached please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

GEOCOVE, INC.
First Amendment to Agreement for purchase of 12C Enterprise Solution for Local Government
Term: August 16, 2010 until terminated
Amount: $1000.000 Account: 245-6500-554.34-64

Please forward the original document to the vendor and keep a copy for your file. Attached is your encumbrance number.

Thank you for your assistance.

Enclosures

cc: F&A
Purchasing
OMB
Risk

JDJ

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@co.alachua.fl.us ■ Home Page: www.co.alachua.fl.us

7369

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Approval of First Amendment to Agreement between Alachua County and GeoCove, Inc. for Software Escrow Agreement for I2C Enterprise Solution.		
DEPARTMENT:	RETURN TO	CONTACT:	Rick Wolf
Growth Mgt.	Rick Wolf	PHONE	352-374-5248
DOCUMENT(S) REQUIRING ACTION:	1st Amendment to Agreement for Damage Assessment Software	AMOUNT:	**$ 1,000**

EXECUTIVE SUMMARY: This 1st amendment to the agreement provides for a software escrow agreement acceptable to the County for software known as I2C Enterprise Solution to do damage assessment and human needs assessment in times of emergency.

BACKGROUND: In FY08/09 a Technology Budget Enhancement Request by the Public Safety Department was submitted to Information and Telecom Services for a Damage Assessment application including field based spatially enabled damage assessment, incident, and human services data collection software application. An extensive evaluation was conducted by the Alachua County GIS Damage Assessment Team to determine the needs and the availability of a product to provide this capability to automate and expedite the damage assessment process. It was determined that the I2C Enterprise Solution was the best available product to meet the needs of Alachua County. Upon approval the product was purchased at a cost of $25,500. Balance due of $1,000 for escrow software agreement will finish out this invoice.

ISSUES: Placement of the source code for the product in escrow for sustainability in the event that the vendor was unable to continue maintaining the software will now be accomplished.

ACTION

Recommendation: Approve the 1st Amendment to the Agreement

BUDGETARY IMPACT

Recommendation:	Funds Currently Budgeted under Fire EMS Data Collection Project
Funding Sources:	Technology Fund
Associated Costs	Initial Escrow Fee $1,000 (Annual Fee beginning FY 12 = $700)
Account Code:	327-5436-522.52-32

ATTACHMENTS:	1st Amendment to Agreement, Software Escrow Agreement, & Invoice
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
				RHR	5/9/11

AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
GEOCOVE, INC

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____A.D., 201__, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and GeoCove, Inc hereinafter referred to as "Provider":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement dated August 16, 2010 for disaster assessment and mapping software and related services ; and,

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, the parties hereby agree to amend Agreement dated August 16, 2010 as follows:

A. SECTION # 2 of the Agreement, **Duties of the Provider** , is amended to add the following:

> Provider will enter into and maintain a software escrow agreement (attached hereto as Exhibit 1) acceptable to the County. The County will pay Provider and initial fee of $1000.00 and will pay Provider $700.00 per year commencing on October 1, 2011 for each year thereafter that the County wishes to be a beneficiary under the escrow agreement.

B. This First Amendment shall take effect upon expiration of the original Agreement at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Agreement between the parties, dated August 16, 2010 shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager
Date: 5/9/11

APPROVED AS TO FORM

_____
Witness to Mr. Reid

_____
Alachua County Attorney's Office

GEOCOVE, INC

ATTEST (By Corporate Officer)

By: _____
Print: _____
Title: _____

By: _____
Print: Karyn S. Tareen
Title: President / CEO
Date: April 13, 2011

DocuSign Envelope ID: 533FAC1C-13A1-4F2C-A0F8-8F50408462D7

IRON MOUNTAIN

EFFECTIVE DATE: September 28, 2010

MASTER DEPOSIT ACCOUNT NUMBER: 38283

THREE-PARTY MASTER DEPOSITOR ESCROW SERVICE AGREEMENT

1. **Introduction.**

This Escrow Service Agreement (the "**Agreement**") is entered into by and between GeoCove, Inc. ("**Depositor**"), and by any additional party enrolling as a "**Beneficiary**" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("**Services**"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("License Agreement") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. **Depositor Responsibilities and Representations.**

(a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.

(b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.

(c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

(d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. **Beneficiary Responsibilities and Representations.**

(a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.

(b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary

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warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. **Iron Mountain Responsibilities and Representations.**

(a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "**Authorized Person(s)/Notices Table**" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.

(b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.

(c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.

(d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.

(e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

(f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.

(g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.

(h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. **Payment.**

The Party responsible for payment designated in Exhibit A ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). Except as set forth below, all Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. **Term and Termination.**

(a) The term of this Agreement is for a period of one (1) year from the Effective Date ("**Initial Term**") and will automatically renew for additional one (1) year terms ("**Renewal Term**") (collectively the "**Term**"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.

(b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit

 ©2010 Iron Mountain Incorporated

Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

(c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. **Infringement Indemnification.**

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. **Warranties.**

(a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

(b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.

(c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

9. **Confidential Information.**

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. **Limitation of Liability.**

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS

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MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. **Consequential Damages Waiver.**

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. **General.**

(a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.

(b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

(c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.

(d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

(e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.

(f) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.

(g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is relied on herein, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.

(i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.

(j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.

(k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes

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applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

(l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

(m) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

(n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.

(o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action.

(p) Regulations. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.

(q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.

(r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.

(s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(t) Survival. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(balance of this page left intentionally blank – signature page follows)

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR

SIGNATURE:	0CF803F216B84A3... Karyn Tareen DocuSigned By: Karyn Tareen
PRINT NAME:	Karyn Tareen
TITLE:	President
DATE:	September 27, 2010 | 10:24 PT
EMAIL ADDRESS	ktareen@geocove.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	M.K.E
PRINT NAME:	Mary K. English
TITLE:	Director of Operations
DATE:	9/28/10
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

NOTE: AUTHORIZED PERSON(S)/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

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#7429

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 7, 2006

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 May 3, 2011 & Received in Contracts May 4, 2011**

Enclosed please find one original of the document referenced below which was approved by the Board on the date referenced above.

CCI CABOT CONSTRUCTION, INC.

Change Order #1 to the General Construction Agreement for Hurricane Shutter Installation and Upgrade Project at the Sheriff's Office & CCC
Term: October 12, 2010 until complete
Amount: $ $3,016.00 (new total 146,582.00) Account: 200-7158-521.62-10
RFP #10-422

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

Please be sure to send me copies of the Notice to Proceed and the Letter of Completion.

Enclosure

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

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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Change Order # 1 to Motorize the Hurricane Shutter at the Main Entrance of the Alachua County Sheriff's Headquarters		
DEPARTMENT:	**RETURN TO**	**CONTACT:**	
Administrative Services	Charlie Jackson	374-5229 Charlie Jackson	
DOCUMENT(S) REQUIRING ACTION:	Change Order #1	**AMOUNT:**	$3,016.00

EXECUTIVE SUMMARY: Due to the size and weight of the hurricane shutter at Main Entrance of the Alachua County Sheriff's Headquarters and to prevent potential vandalism of the hurricane shutter. It is necessary to motorize this very large shutter and place the shutter controls in a secure location. Also, this change order will help prevent an accidental closure caused by unauthorized activation by the general public which could result in an injury to a citizen. .

BACKGROUND: In December 2009 the Alachua County Sheriff received a grant to provide for a Wind Retrofit of Hurricane Shutters for the Alachua County Sheriff's Administrative Building and to upgrade the shutters at the CCC Building to full motorized operation. In February 2010 the Board of County Commissioners entered into an interlocal agreement to provide for the installation of Hurricane Shutters for the Alachua County Sheriff's Administration Building and to upgrade the shutters at the CCC Building. Written proposals were turned in to Purchasing on March 31, 2010 for installation of Hurricane Shutters. Oral Presentations were held on May 3, 2010 and Final Ranking by the Board of County Commissioners was approved on June 22, 2010. The Board of County Commissioners approved the contract with CCI Cabot Construction, Inc. for the installation of shutters on October 12, 2010.

It was determined in December of 2010 during measurement and procurement prior to construction that the shutter protecting the Main entrance of the Sheriff Office Administration Office was too large to be manually operated and represent a vandalism target (because of a hanging chain) and needed to be motorized. This also would prevent the accidental closure of the hurricane shutter by the general public which would be a safety hazard to the citizenry.

ISSUES: If this shutter is not motorized it represents a potential safety hazard to the general public and with the hanging chain the shutter could be tampered with and possibly damaged. Also, the shutter could be raised and lowered by anyone as the chain would be accessible. The shutters size and weight would also make it difficult for staff to raise and lower manually.

ACTION

Recommendation: Approve and execute Change Order #1 to motorize Hurricane Shutter at the Main Entrance of Sheriff Office Administration Building.

BUDGETARY IMPACT

Recommendation:	Sufficient funds exist for this Capital Preservation Project
Funding Sources:	Capital Preservation Fund FY11
Associated Costs	NA
Account Code:	200-7158-521-62.10

ATTACHMENTS:	Change Order, Requisition and Notice to Proceed
SUGGESTED REFERENCE MATERIAL:	NA

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
4/27/11					4/28/11

FIRST AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND CCI CABOT CONSTRUCTION, INC. TO PROVIDE AND INSTALL HURRICANE SHUTTERS AT THE ALACHUA COUNTY SHERIFF HEADQUARTERS AND COMBINED COMMUNICATIONS CENTER

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 3rd day of May A.D., 2011, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and CCI Cabot Construction, Inc. hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated October 12, 2010 for the provision of contractual services to provide Hurricane Shutters for ASO Headquarters and Shutter Upgrade at the Combined Communications Center; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the original agreement dated October 12, 2010 (per Attachment A) as follows:

A. Section # 3. **Compensation and Payment**, is amended to add the following).

> A. Section #3 **Compensation**. The Contractor shall be paid an additional $3,016.00 to provide a motor, motor cover, rocker switch, electrical wiring and all labor to provide for motorized operation of the hurricane shutter at the Alachua County Sheriff Headquarters Main Entrance.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated October 12, 2010, shall be and remain in full force and effect.

This first amendment shall take effect upon execution by the parties hereto under the terms and specifications contained in the original agreement.

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

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Randall H. Reid
County Manager

_____
Witness

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

CCI CABOT CONSTRUCTION, INC.

_____
Name

_____
Title

_____
Print Name

Attest by Corporate Officer

_____
Name

_____
Title

_____
Print Name

21100/1.12

NOTICE TO PROCEED

NTP NO.: _002

INVOICE/BILLING REFERENCE NO.: 200-7158-521.62-10

PROJECT: ACSO Hurricane Shutter Installation Change Order #1

County: Alachua County, a Charter County and political subdivision of the State of Florida.

Date Issued: February 1, 2011

County Project Manager: Allan Waters

Contractor: CCI Cabot Construction, Inc.

Contractor's Address: 4460 SW 35th Terrace, Gainesville, Fl. 32608

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 _October 12, 2010 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:

[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] Schedule of values
[ ] _____

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within _sixty__ (_60_) additional calendar days with final completion occurring __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 October 12, 2010.
The amount paid for this job shall be: $ 3016.00

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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this 1st_ day of February, 2010, for the purposes stated herein.

CONTRACTOR

By: _____

Date: 2/2/2011

Witness

2/2/2011

Title: President, Pat Berry
Print Name and Title

ALACHUA COUNTY, FLORIDA

By: _____
2/3/11
Alachua County

Date: _____

Reqn # 55745

Cabot Construction, Inc.

Phone: 352-331-3720
Fax: 352-338-7469

December 1, 2010

Approved
12/01/10

Attn: Allan Waters
Alachua County Facilities management
105 SE 1st Ave. STE 2B
Gainesville, FL 32601

RE: Alachua County Sheriffs depatment shutters

Allan,

Outlined below is the cost associated with the additions of the Cooksun electric motor and cover addition at the front entry door number 1 including associated wiring

Change Order proposal 21100-001

Material	Qty	Unit Price	Total
			$ -
Electric roll up	1	$ 1,295.00	$ 1,926.00
Motor cover	1	$ 250.00	$ 250.00
Electrical wiring	1	$ 150.00	$ 150.00
Rocker switch	1	$ 35.00	$ 35.00

Labor	Man Hours		
Labor to Install	0	$ -	$ -
Supervision	0.5	$ 56.00	$ 28.00

Subtotal	$ 2,389.00
Sales Tax (6.75%)	$ 159.37
GL	$ 38.23
Bond	$ 41.37
Profit (15%)	$ 387.99
Total	$ 3,016.00

Carrie Evans
Project Manager

4460 SW 35th Terrace, Suite 306
Gainesville, FL 32608

Email: pberry@cabotconstructioninc.com
CGC1508832

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 6, 2011

M E M O R A N D U M

To: Rob Avery
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on May 3, 2011 & Received in Contracts May 4, 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.

D & D ENTERTAINMENT – CONTRACT #7594
License Agreement for use of Alachua County Fairgrounds
Term: May 7, 2011
Amount: $$700.00 Facility Fee
$1,000.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
128-0000-220.80-00 Deposit

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
Markisha Boykin
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	License Agreement for D & D Entertainment Use of Alachua County Fairgrounds

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
PW	Rob Avery	**PHONE** 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $1700 Total** $1000 Deposit; $700 Rental

EXECUTIVE SUMMARY: D & D Entertainment is requesting use of the pole barn, grounds and parking lot for their car show, arts show and festival, to be held May 7, 2011 at the Alachua County Fairgrounds.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, d... osit at $1,000 at the time the facility is turned over to the user group. The deposit v... days following the event if user has complied with all terms of the License Agreem...

7594

...N

Recommendation: Appro... of the Alachua County Fairgrounds pole barn, grounds and pa... for their car show, arts show and festival to be held on May 7, 2011. Execution of License Agreement by County Manager.

BUDGETARY IMPACT

Recommendation:	Approve License Agreement for D & D Entertainment for use of Alachua County Fairgrounds.
Funding Sources:	**Fairgrounds Management Fund 128**
Associated Costs	None.
Account Code:	128-4505-362-20-00 Leasing Fee 128-0000-220-80-00 Deposit

ATTACHMENTS:	License Agreement for Use of Alachua County Fairgrounds.
SUGGESTED REFERENCE MATERIAL:	

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
4/15/11				5/3/11

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 3rd day of May, 20 11, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and D+D Entertainment ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at Deidre E. Gent
1391 SE 24th Avenue Gainesville, FL. 32641; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $ 700 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

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

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA

WITNESS:

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: Deedré E. Gent
Print: Deidre E. Gent
Title: Coordinator / CEO

NOTARY

Dated this 21 day of March, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 21 day of March, 2011, by Deidre' E. Gent, who is personally known to me/ produced Driver License as identification.

Deanne M. Williams
Notary Public, State of Florida at Large
My Commission expires:

DEANNE M. WILLIAMS
Commission # DD 850506
Expires January 11, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

DEANNE M. WILLIAMS
Commission # DD 850506
Expires January 11, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

st

PLEASE PRINT OR TYPE

NAME OF APPLICANT Deidre Gent **DATE** 03-21-2011

ADDRESS 3101 NE 15th Street **CITY** Gainesville

STATE FL **ZIP** 32609 **TELEPHONE** (352) 226-2515

EVENT DETAILS

Event Dates 05-07-2011 Event Type Car/Arts/Festival

Please provide contact information for event details:
Name: Deidre Gent
Phone Number: (352) 226-2515

Are you a non-profit? Yes _____ No ✓

Event Description (sufficient to determine the potential impact to the facility and security needs):

Car show
Arts show
Festival

FACILITIES REQUESTED

_____ EXHIBITION BUILDING & PARKING LOT
_____ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
✓ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes ✓	No ✓
Will the activity be open to the public?	Yes ✓	No
Will admission be charged?	Yes ✓	No
Will there be special equipment or use of any hazardous materials?	Yes	No ✓
The number of participants that will attend	250	
The number of staff members that will be on hand	30	

Deidre Gent
3-21-11

Carshow – People will be coming out parking there cars & bikes a judge will pick the nicest car/bike there are no stunts and everyone knows that cars/bike must stay parked unless they are leaving or moving to the filming area.

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Deidre E. Gent **DATE** 04-1

ORGANIZATION/COMPANY _____ ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS _____ **CITY** _____

STATE _____ **ZIP** _____ **TELEPHONE** (_____) _____

EVENT DETAILS

Event Dates _____ Event Type _____

Please provide contact information for event details:
Name: _____
Phone Number: _____

Are you a non-profit? Yes _____ No _____

Event Description (sufficient to determine the potential impact to the facility and security needs):

_____
_____
_____
_____
_____

FACILITIES REQUESTED

_____EXHIBITION BUILDING & PARKING LOT
_____EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
_____POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes_____	No_____
Will the activity be open to the public?	Yes_____	No_____
Will admission be charged?	Yes_____	No_____
Will there be special equipment or use of any hazardous materials?	Yes_____	No_____

The number of participants that will attend _____
The number of staff members that will be on hand _____

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	$850.00 per day $1,550.00 week-end
GROUNDS AND POLE BARN Ample parking included.	$700.00 per day $1,000.00 week-end
BUILDING, POLE BARN & GROUND Ample parking included.	$1,550.00 per day $2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

DR 3-21-2011
May 7, 2011
SAT. only - clean up Sunday.

RENTAL AMOUNT

Facility Fee 700.00

Miscellaneous _____ Damage Deposit #700 1000 (WR)
$340 - cash
360 - VISA (DN)

Total Rental 1.00.00

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

   a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
   b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all

necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged $40.00 per check.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT, PAGE 4, TO COMPLETE YOUR APPLICATION.

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.

Affidavit

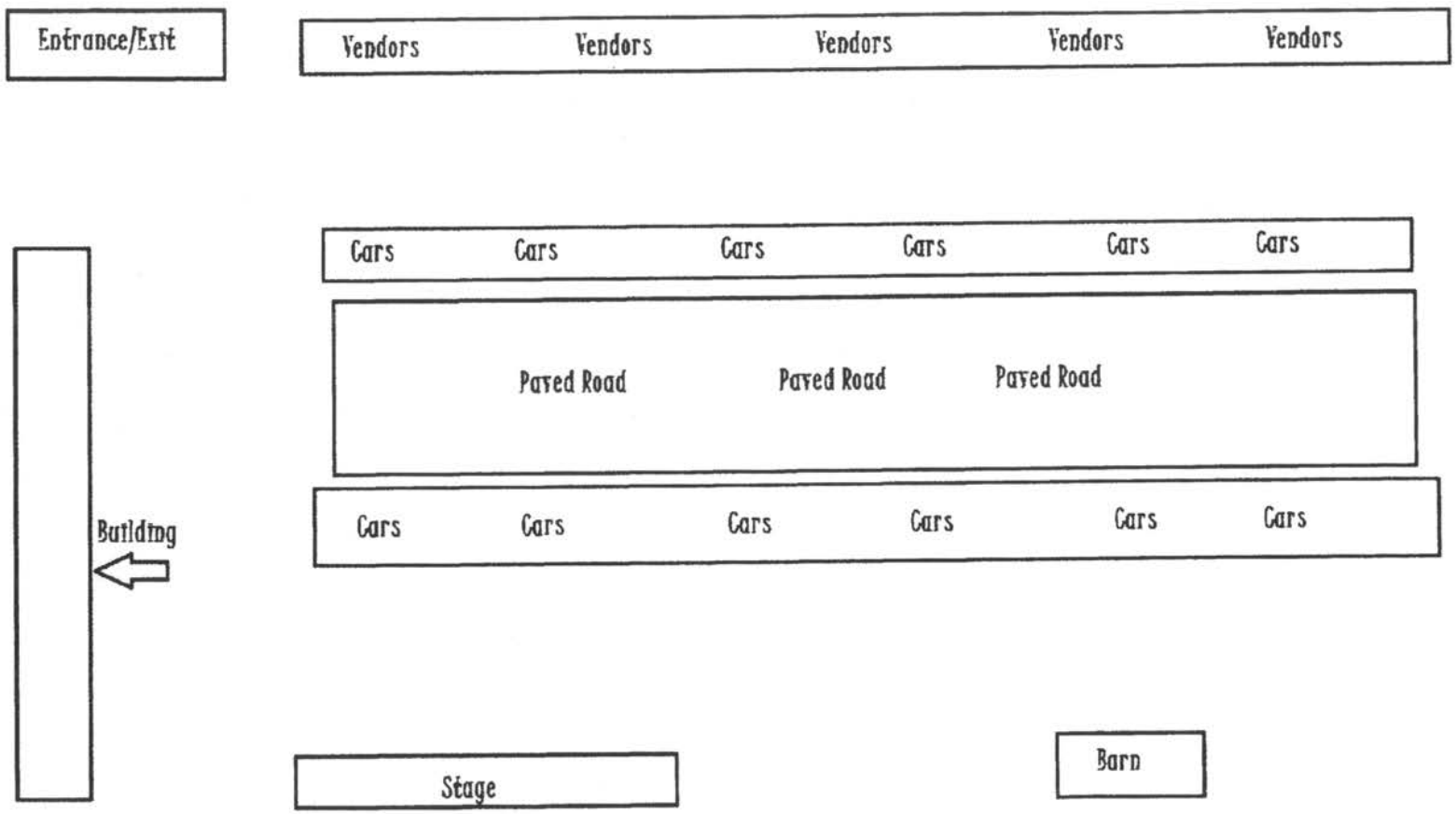
Licensees not meeting the definitions of "Employment" under Florida's Workers' Compensation Statute 440.02 (b) 2

I hereby certify that as an employer outside the construction industry with fewer than four (4) employees, I understand and acknowledge that by choosing not to purchase Worker's Compensation and Employers Liability Insurance as permitted by Florida Statute 440.04, Waiver of Exemption, I assume liability under Common Law Tort Liability for injuries sustained by my employees while working within the scope of their employment.

I also agree, to the maximum extent permitted by Florida Law, I shall indemnify, save and hold harmless Alachua County and all of its agents and employees of and from all claims, demands, actions or causes of action of whatsoever nature or character, to include workers compensation action over claims arising out of, or by reason of, the use of the County Fairgrounds. I further agree to defend, at my sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim or whatsoever arising hereunder. The terms and provision of this paragraph shall survive the termination of this Agreement subject to applicable statutes of limitations.

Deidre E Hunt

Signature of Licensee


Entrance/Exit
Vendors
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Cars
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Cars
Paved Road
Paved Road
Paved Road
Building
Cars
Cars
Cars
Cars
Cars
Cars
Stage
Barn

ISO | Commercial General Liability Forms | 01/01/96

POLICY NUMBER: Refer to Certificate of Insurance SCP0572605

Certificate Number: NAEP041742

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):

Alachua County Board of Commissioners

2. Name of Person or Organization (Additional Insured):

Alachua County Board of County Commissioners

Additional Insured: Alachua County Board of County Commissioners

3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section **II**) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

© Insurance Services Office, Inc., 1994

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2011

PRODUCER
R. V. Nuccio & Associates, Inc.
10148 Riverside Drive
Toluca Lake, CA 91602
(818) 980-1413

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
D & D Entertainment,
1391 SE 24th Ave
Gainesville, FL 32609

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western Heritage Insurance Company	37150
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	✓	**GENERAL LIABILITY**	SCP0572605	5/7/2011	5/8/2011	EACH OCCURRENCE	$ 1,000,000
		✓ COMMERCIAL GENERAL LIABILITY	Certificate #:NAEP041742			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
		☐ CLAIMS MADE ✓ OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 1,000,000
		☐ POLICY ☐ PRO-JECT ✓ LOC	Host Liquor Liability				Included
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		✓ HIRED AUTOS				BODILY INJURY (Per accident)	$ Included
		✓ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$ Included
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER 3rd Party Property Damage Liability					$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured: Alachua County Board of County Commissioners

CERTIFICATE HOLDER

Alachua County Board of County Commissioners
PO Box 1467
Gainesville, FL 32602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert V. Nuccio

© ACORD CORPORATION 1988

NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS, INC.
COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY
OCCURRENCE FORM

CERTIFICATE OF INSURANCE

Policy Number: SCP0572605	Certificate Number: NAEP041742
Issuing Company: **Western Heritage Insurance Company** 6263 North Scottsdale Road Scottsdale, AZ 85250 Nationwide Claims: 1-800-567-2685	National Program Administrator: **R.V. Nuccio & Associates, Inc.** 10148 Riverside Drive Toluca Lake, CA 91602 Nationwide: 1-800-567-2685

01. **CERTIFICATE HOLDER NAME AND ADDRESS (CERTIFICATE HOLDER MEANS NAMED INSURED)**
   a. Certificate Holder: D & D Entertainment,
   b. Street Address: 1391 SE 24th Ave
   c. City: Gainesville
   d. State: FL
   e. Zip Code: 32609

02. **CERTIFICATE HOLDER MAILING ADDRESS (IF DIFFERENT THAN ABOVE)**
   a. Street Address:
   b. City:
   c. State:
   d. Zip Code:

03. **POLICY PERIOD**
   The Policy Period is from 5/7/2011 to 5/8/2011 at 12:01 A.M. Standard Time at the mailing address shown above.

04. **EVENT TYPE**
   Event Type: 1-Antique Auto Show

05. GENERAL LIABILITY COVERAGE PART	LIMIT OF INSURANCE	POLICY PREMIUM
a. **General Liability Coverage**		
General Aggregate Limit	$ 2,000,000	
Products/Completed Operations Aggregate Limit	$ 1,000,000	
Personal & Advertising Injury Limit	$ 1,000,000	
Each Occurrence Limit ($2,500 Property Damage Deductible)	$ 1,000,000	
Damage To Premises Limit (Fire Damage)	$ 50,000	
Medical Payments Limit	$ 5,000	
Policy Base Premium		$ 0.00
b. **General Liability Coverage Extensions**		
(01) Care, Custody Or Control Liability Coverage	$ 50,000	$
(02) Collapse Of Temporary Structure Liability Coverage		$ Not Covered
(03) Contractual Liability Coverage		$ Not Covered
(04) Liquor Liability Coverage		$ Not Covered
(05) Terrorism Coverage		$ Included
(06) Waiver Of Subrogation Coverage		$ Not Covered
(07) Non-Owned And Hired Automobile Coverage	Covered	$
	State Guarantee Fund Charge	$
	Surplus Lines Tax	$
	Stamping Fee	$
08. **TOTAL PREMIUM DUE AT INCEPTION (100% MINIMUM EARNED PREMIUM)**		$ 0.00

09. **FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION**
   Refer to Schedule Of Policy Forms And Endorsements

Date Issued: 03/31/2011
Form Number: NASEPWH004 (04/05)

By
Robert V. Nuccio Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NATIONAL ALLIANCE OF SPECIAL EVENT PLANNERS, INC.
COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY
SPECIAL EVENT

GENERAL CHANGE ENDORSEMENT

Master Policy Number: SCP0572605	Certificate Number: NAEP041742
Endorsement Effective Date: 5/7/2011 12:00:00 AM	Endorsement Sequential Number: 3

Issuing Company:
Western Heritage Insurance Company
6263 North Scottsdale Road
Scottsdale, AZ 85250
Nationwide Claims: 1-800-567-2685

National Program Administrator:
R.V. Nuccio & Associates Insurance Brokers, Inc.
10148 Riverside Drive
Toluca Lake, CA 91602
Nationwide: 1-800-567-2685

01. **CERTIFICATE HOLDER NAME AND ADDRESS** (CERTIFICATE HOLDER MEANS NAMED INSURED)
- a. Certificate Holder: D & D Entertainment,
- b. Street Address: 1391 SE 24th Ave
- c. City: Gainesville
- d. State: FL
- e. Zip Code: 32609

02. **CERTIFICATE HOLDER MAILING ADDRESS** (IF DIFFERENT THAN ABOVE)
- a. Street Address:
- b. City:
- c. State:
- d. Zip Code:

03. **COVERAGE PERIOD**
The Policy Period is from 5/7/2011 to 5/8/2011 at 12:01 A.M. Standard Time at the mailing address shown above.

04. **EVENT TYPE**
Event Type: 1-Antique Auto Show

Current Endorsement(s)

Endorsement Number ===> 3
Name ===> Alachua County Board of County Commissioners
Insured Wording ===> Alachua County Board of County Commissioners

New/Changed Coverages and Premiums

Total Premium $0.00

Date Issued: 3/31/2011
Form Number: NASEPWH068

By _____
Authorized Representative

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 6, 2011

MEMORANDUM

To: Rob Avery
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on May 3, 2011 & Received in Contracts May 4, 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.

GAINESVILLE AMATEUR RADIO SOCIETY – CONTRACT #7595
License Agreement for use of Alachua County Fairgrounds
Term: April 30, 2011
Amount: $$850.00 Facility Fee
$1,000.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
128-0000-220.80-00 Deposit

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
Markisha Boykin
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI License Agreement for Gainesville Amateur Radio Society's Use of Alachua County Fairgrounds

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
PW	Robert Avery	**PHONE** 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $1850.00** $1000 – Deposit $850 – Fee

EXECUTIVE SUMMARY: The Gainesville Amateur Radio Society (GARS), a non-profit organization, is requesting use of the exhibition building and parking lot for their annual HamFest to be held on April 30, 2011 at the Alachua County Fairgrounds.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

ACTION

Recommendation: Approve Gainesville Amateur Radio Society's use of the Alachua county Fairgrounds Exhibit Building for their annual HamFest on April 30, 2011; Execution of License Agreement by County Manager.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for Gainesville Amateur Radio Society's use of Alachua County Fairgrounds.

Funding Sources: **Fairgrounds Management Fund 128**

Associated Costs None.

Account Code: 128-4505-362-20-00 Leasing Fee

128-0000-220-80-00 Deposit

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
RA 4/15/11					5/3/11

FEB 2 3 2011

COUNTY MANAGER

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 17th day of ~~Feb~~ May, 2011 ~~, 2010~~, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and GARS Gainesville Amateur Radio Society, Inc ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at PO Box 140363, Gainesville FL 32614-0363; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $850.00 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

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

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA

WITNESS:

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: _____

Print: R. Shannon Boal

Title: GARS President

NOTARY

Dated this 23 day of February, 2010.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 23 day of Feb, 2010, by R. Shannon Boal, who is personally known to me/ produced Driver's License as identification.

Deanne M. Williams
Notary Public, State of Florida at Large
My Commission expires:

DEANNE M. WILLIAMS
Commission # DD 850506
Expires January 11, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Gainesville Amateur Radio Society, Inc **DATE** 02-17-2011

ORGANIZATION/COMPANY Same ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS P.O Box 140383 **CITY** Gainesville ~~Fla~~

STATE FL **ZIP** 32614-0383 **TELEPHONE** (352) 317-2820

EVENT DETAILS

Event Dates 04-30-2011 Event Type HamFest

Please provide contact information for event details:
Name: Peter O. Winters
Phone Number: (352) 317-2820

Are you a non-profit? Yes X No ____

Event Description (sufficient to determine the potential impact to the facility and security needs):
Buy, Sell, Trade of Amateur Radio Equipment
lectures & Forums on Amateur Radio in the community
FCC Sanctioned Amateur Radio license exams

FACILITIES REQUESTED

X EXHIBITION BUILDING & PARKING LOT
___ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
___ POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes ___	No X
Will the activity be open to the public?	Yes X	No ___
Will admission be charged?	Yes X	No ___

Will there be special equipment or use of any hazardous materials? Yes ___ No X

The number of participants that will attend 450-500
The number of staff members that will be on hand 35-40

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	$850.00 per day $1,550.00 week-end
GROUNDS AND POLE BARN Ample parking included.	$700.00 per day $1,000.00 week-end
BUILDING, POLE BARN & GROUND Ample parking included.	$1,550.00 per day $2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

RENTAL AMOUNT

Facility Fee $ 850.00

Miscellaneous _____ Damage Deposit $ 1000.00

Total Rental $ 1850.00

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

    a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
    b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all

necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged $40.00 per check.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT, PAGE 4, TO COMPLETE YOUR APPLICATION.

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.

EXHIBIT B
Alachua County Fairgrounds

General Rules

In the following information, the "Alachua County Fairgrounds" will be referred to as the "Fairgrounds". The Alachua County Fairgrounds operates under the management of the Alachua County Manager's Office and direction of the Alachua County Board of County Commissioners.

The County Manager shall arbitrate the following Special Conditions:

- Facility fees may be waived or reduced for "Educational" or "Not-For-Profits" (501C-3) events, as defined by the County Manager on an individual event basis.
- The Fairgrounds shall be made available for a period of four (4) consecutive weeks for use by the Alachua County Youth Fair with no rental charge to the Alachua County Youth Fair. The four-week period set out herein shall be determined by the County Manager's Office communicating with the Director of the Alachua County Agricultural Extension Service to ascertain the precise dates when the Fairgrounds are to be made available. Any expenses for the utilities associated with the Alachua County Youth Fair shall be paid by the Alachua County Youth Fair.
- For events that last more then one weekend or are recurring annual, monthly, or weekly events, agreements and facility fees can be negotiated.
- Unless an event has secured the entire facility, there may be times when multiple events are scheduled on the Fairgrounds. The County Manager's Office reserves the right to schedule multiple events without compensation to involved parties.
- ABSOLUTELY no modifications to existing grounds, buildings, or equipment will be made without prior written approval of the County Manager's Office. If prior approval has been given for such modifications, any and all modifications will be returned to its original or better condition.
- Any member of the County Manager's Office or County Facilities Management Division may move in, out, on, or about the entire facility while conducting his or her official duties.
- Users shall adhere to all signs and postings i.e. "No Parking", "All Dogs on Leash", etc.

Fairgrounds Bookings

- The County Manager reserves the right to deny any bookings that may present a safety hazard to persons or property or may damage the site. In the event any federal, state, or local laws have been violated by the user group at the Fairgrounds, the County Manager reserves the right to cancel or delay any scheduled event without restitution to that event and deny future application.

- The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely NO SMOKING inside the exhibit building.

- Discharge of firearms and cutting of trees of strictly prohibited.

Payment Schedules

- User group shall pay a non-refundable deposit of fifty percent (50%) of the total fee and the $90.00 Site Plan Review and Inspection fee (Fire Marshal) upon signing the license agreement ("license") to reserve requested date(s). Unless other arrangements have been made, the remainder of the basic fee and ground fees and other charges are due five days before the facility is turned over to the user group. License must be signed and delivered to the County Manager's Office before any booking is guaranteed.

- User group shall pay a clean-up, damage, key and utility deposit of $1,000 five days before the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License.

Pre-Event Setup and Post-Event Cleanup

- One half day will be allotted prior to your event for set-up and one half day after your event for cleanup.

- All user groups are responsible for their own pre-event setup and breakdown. It is not the responsibility of County staff to direct, conduct, manage, or set-up for your scheduled event.

- It is the responsibility of the user group to collect trash, garbage, etc. and clean all areas used during the scheduled event. The user group(s) WILL be billed for any cleaning required by County staff. Under normal circumstances, County Facilities Management will neatly maintain the Fairgrounds.

- The user group will return the Fairgrounds and facilities to the County under the same or better condition than received. By the end of the business day following the scheduled event, all clean-up of facilities must be completed.

Improvements

- Unless otherwise provided by written agreement, the cost of any improvement(s), permanent or temporary, made on or to the Fairgrounds by any user group or individuals shall not be deducted from any past or future rental fee(s) due the County. Any improvement made permanent becomes property of the County and shall be utilized or maintained at the discretion of the County Manager's Office.

Refunds

- Refunds on booking fees will be given, only if the County Manager's Office has been notified in writing 30 days prior to the scheduled event starting date. The County reserves

the right to cancel or reschedule any event without compensation to the cancelled or rescheduled event organizers. If the County cancels an event and no rescheduling date is agreed upon, a full refund will be issued to the user group.

Maintenance and Cleaning Services

- Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit to make repairs or clean up.

- Should the user group request that a County Facilities Management Division employee be present on the Fairgrounds during a scheduled event, the user group will be charged the appropriate hourly rate for the employee.

- **For any event lasting more than two (2) days, the Licensee must:**
    - Insure that all of the restrooms are cleaned daily and provide the necessary bathroom items (toilet paper, hand soap, hand towels) for the duration of the event.

    - Empty trash cans daily and replace with new trash liners. If users deem it necessary to have a dumpster on the grounds for the event, make the necessary arrangements with a waste company to provide hauling and be billed directly.

    - Licensee can contact County Facilities Management for the suppliers name and telephone number to order replacements for the items listed above. It is recommended that the user hire, or appoint, a "restroom attendant" to assume this responsibility.

- **Additional Charges:**
    - If keys are returned after the event and the lights are left on in the building, bathrooms, or pole barn or if fans are left on there will be an additional charge of **$400**.

    - Additional charge of **$300** if building or grounds are not cleaned up after event.

    - Additional charge of **$160** if bathrooms are not cleaned up after event.

Alcohol

- Alcohol beverages will be permitted on the Fairground's property with prior approval by the County Manager. User groups may utilize banners, signage or advertisement of companies that do sell or endorse alcoholic products.

Animals

- A written notice of all events involving animals will be provided to the Alachua County Division of Animal Services at least 2 days prior to the event. Any fees incurred shall be responsibility of the pet's owner.

- Users shall maintain a list consisting of the names, phone numbers, and addresses of all persons owning animals on the premises. If the possessor of the animal on the premises is not the owner, then the preceding information shall also be provided for the possessor. The quantity and type of each animal shall also be listed.

- All pets shall be on a physical restraint, i.e. leash, at all times while on the Fairgrounds. Only those pets directly related to an event, i.e. dog show, horse show, and approved by the County Manager's Office shall be exempt.

- Pet owners are to pick up all pet waste and deposit in the provided pet waste containers or trash receptacles.

Equipment Storage

- Due to a limited amount of storage space, unless otherwise approved in writing by the County Manager, no equipment, supplies, materials or any items belonging to a user group will be stored on the Fairgrounds. If such items are left on the Fairgrounds, without prior approval, Facilities Management shall dispose of such, with no restitution to the owner(s) of disposed items. All items stored and/or left on the grounds, prior approval or not, shall still be the responsibility of the owner and not that of Alachua County, (i.e. damage, theft etc.).

- If approval has been given for storage, one key to ANY and ALL locks installed by a user group for their storage shall be provided to Facilities Management and maintained appropriately. Failure to provide a key will result in removal of the lock. (This is due to any unforeseen emergency.)

Permits, Licenses and Inspections

- Any and all required Permits, Licenses, and Inspections for any event will be the sole responsibility of the event organizers. The County reserves the right to deny, cancel or delay any event that does not obtain permits, licenses, or proper inspections.

Banners, Signs and Advertising

- Any signage pertaining to the event that will be placed in the unincorporated areas of Alachua County must first be approved through Alachua County Growth Management.

- Please contact any Municipality within Alachua County (Alachua, Archer, Gainesville, Hawthorne, High Springs, Lacrosse, Micanopy, Newberry, Waldo) within which signage pertaining to the event that will be placed for its approval and/or permit process. The Alachua County Fairgrounds is located in the City of Gainesville. Signage placed on the actual Fairgrounds must be approved and/or permitted by the City of Gainesville.

- BE ADVISED that bandit signs are not lawful anywhere within the unincorporated areas of Alachua County or any of its municipalities. The applicant is responsible for ensuring that bandit signs pertaining to the event are not placed anywhere in such areas. Should bandit signs pertaining to the event be placed anywhere within such area, the County reserves the right to deny, cancel or delay the event without refund, damages or restitution to the applicant.

Security, Parking, Rescue and First Aid

- A parking and security plan may be required for certain events when it is determined by the Alachua County Sheriff's Office or County Manager to be in the best interest of the public. Contact the Alachua County Sheriff's Office for arrangements and costs.

- A County Rescue Unit may be available with proper notice. The user group shall be responsible for all costs of the unit and personnel to operate the unit. This will be required for all Major Events. It will be the responsibility of the user group to contact Alachua County Public Safety for scheduling, rates, and availability.

EXHIBIT C

INSURANCE REQUIREMENTS
Alachua County Fair Grounds
Licensee's Ins.

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $100,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may chose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability Coverages

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects**: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. **The Licensee's insurance coverage shall be primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

II Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III All Coverages

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holder: Alachua County Board of County Commissioners
c/o Risk Management
P.O. Box 1467
Gainesville, Florida 32602

Affidavit

Licensees not meeting the definitions of "Employment" under Florida's Workers' Compensation Statute 440.02 (b) 2

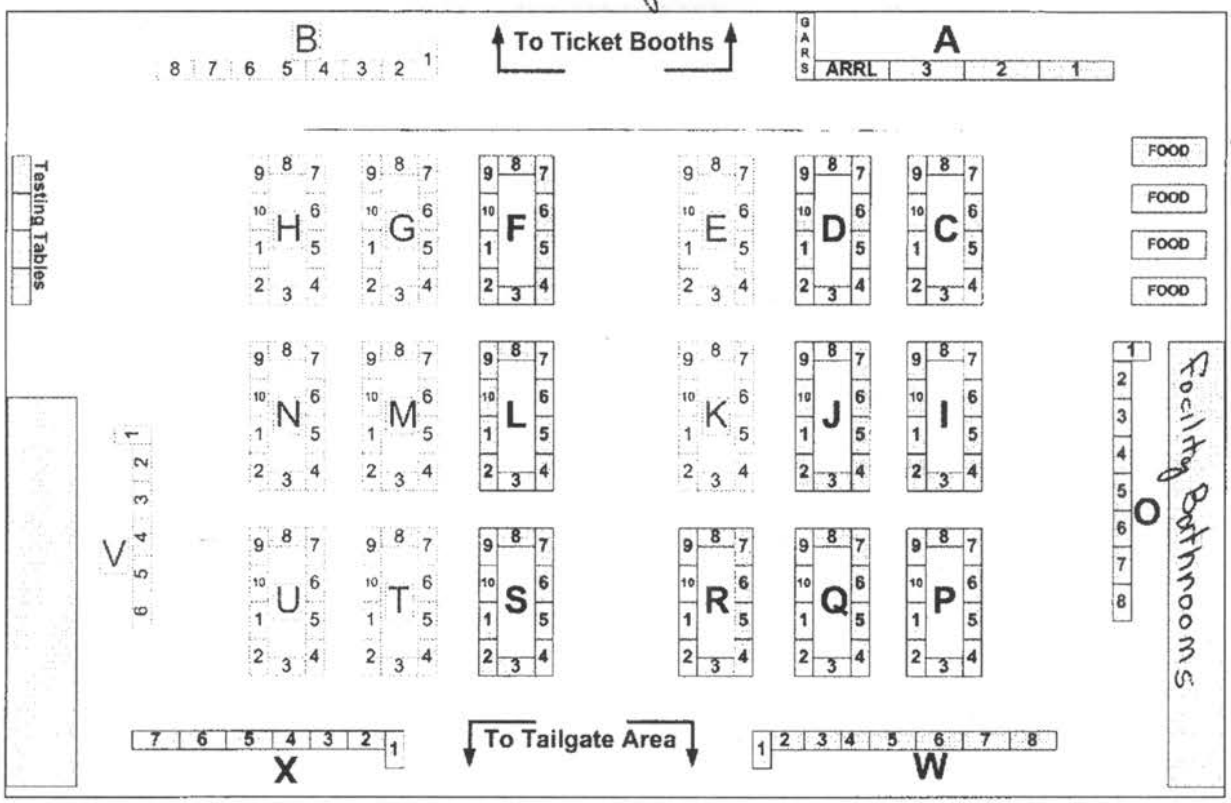
I hereby certify that as an employer outside the construction industry with fewer than four (4) employees, I understand and acknowledge that by choosing not to purchase Worker's Compensation and Employers Liability Insurance as permitted by Florida Statute 440.04, Waiver of Exemption, I assume liability under Common Law Tort Liability for injuries sustained by my employees while working within the scope of their employment.

I also agree, to the maximum extent permitted by Florida Law, I shall indemnify, save and hold harmless Alachua County and all of its agents and employees of and from all claims, demands, actions or causes of action of whatsoever nature or character, to include workers compensation action over claims arising out of, or by reason of, the use of the County Fairgrounds. I further agree to defend, at my sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim or whatsoever arising hereunder. The terms and provision of this paragraph shall survive the termination of this Agreement subject to applicable statutes of limitations.

Signature of Licensee

Treasurer
GARS

EXHIBITS BUILDING



Vendor and Visitor Information

1. All vendors (indoors and outdoors) are personally responsible for being in compliance with all local and state tax regulations. The Gainesville Amateur Radio Society takes no responsibility for verifying the tax status of vendors.
2. "Caveat Emptor" (Buyer Beware!) - You are responsible for the quality and condition of the items you sell. The Gainesville Amateur Radio Society makes no guarantees on the quality of the items sold.
3. All vendors (indoors and outdoors) will be required to show identification and have an address on file with the hamfest committee.
4. This is a HAMFEST; amateur radio, computer, electronic and/or related items, please. NO GUNS, KNIVES, WEAPONS OF ANY KIND, OR PORNOGRAPHY! Your cooperation is appreciated.
5. Reasonable security will be furnished by the hamfest committee. We are not responsible for items that are lost or stolen. Protect your saleable items.
6. The electric outlets are overhead - above your table. If you need 120 VAC, bring your own extension cord.
7. After unloading your sales items, please park your vehicle in the "vendors parking" area.
8. Refunds to vendors are limited to the discretion of the hamfest committee chairman.
9. This is a county government facility. No alcoholic beverages or firearms allowed.
10. No left-overs please. You brought it - you take it home.

GARS thanks you for your support. Please plan NOW to attend next year's Hamfest

GARS Poorman's Hamfest & Computer Show

Exhibitor/Tailgate Invoice

$_____ = ____ GARS Table(s) or Exhibitor Table Space at $8.00 each

$_____ = ____ Early Admission(s) at $5.00 each person

$_____ = ____ Door Admission(s) at $7.00 each person

$_____ = Camping for Friday Night at $10.00 (RV, tent or car)

$_____ = Camping for Saturday Night at $10.00 (RV, tent or car)

$_____ = Tailgate Space(s) at $7.00 each

$_____ = TOTAL RECEIVED by _____ _____
for GARS date

Company Name _____

Name & callsign _____

Address _____

City, State, Zip _____

Email Address (optional) _____

☐ Additional Names and Addresses on back of page

Exhibit Hall Table Location

GARS Poorman's Hamfest & Computer Show Receipt

$_____ = ____ GARS Table(s) or Exhibitor Table Space at $8 each

$_____ = ____ Early Admission(s) at $5.00 each person

$_____ = ____ Door Admission(s) at $7.00 each person

$_____ = Camping for Friday Night at $10.00 (RV, tent or car)

$_____ = Camping for Saturday Night at $10.00 (RV, tent or car)

$_____ = Tailgate Space at $7.00

$ _____ Total Received by GARS

http://www.gars.net/

email k4gnv@gars.us

_____ _____
for GARS date

GARS thanks you for your support. Please plan NOW to attend next year's Hamfest

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh U.S. Consumer a service of Seabury & Smith, Inc. P.O. Box 14521 Des Moines, IA 50306-4521	CONTACT NAME: Marsh Consumer PHONE (A/C, No): 800-503-9227 EMAIL ADDRESS: PLSDSTeam@marshpm.com FAX (A/C, No): 515-363-3005 PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Gainesville Amateur Radio Society Inc. PO Box 140383 Gainesville, FL 32614-0383	INSURER A: New Hampshire Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ — ☐ — GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			RGL-7240978-05	04/01/11	04/01/12	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$1,000,000
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ —			RGL-7240978-05	04/01/11	04/01/12	COMBINED SINGLE LIMIT (Each Occurrence)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Effective 04/29/2011 include as additional insured Alachua County Board of County Commissioners but only with respects to the named insured's actions and / or negligence with regards to the Poor Man's Hamfest & Computer Show event to be held at Alachua County Fairgrounds on 04/29/2011 through 05/01/2011.

CERTIFICATE HOLDER	CANCELLATION
Alachua County Board of County Commissioners 12 SE 1st St Gainesville, FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: RGL-7240078-05

COMMERCIAL GENERAL LIABILITY
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:
Alachua County Board of County Commissioners 12 SE 1st St Gainesville, FL 32601 Only with respect to the Gainesville Amateur Radio Society, Inc. negligence during the Poor Man's Hamfest & Computer Show being held at Alachua County Fairgrounds on 04/29/2011 through 06/01/2011.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

INSURED COPY

NEW HAMPSHIRE INSURANCE COMPANY
70 Pine Street, New York, NY 10270
617 330 1100

COMMERCIAL GENERAL LIABILITY CERTIFICATE-OCCURENCE FORM

OFFERED THROUGH Associations & Professionals General Liability Purchasing Group
A NOT-FOR-PROFIT CORPORATION, LOCATED AND DOMICILED IN THE STATE OF ILLINOIS

Client#009865/ARRL-G

Policy/Certificate No: 01-LX-0964079/ RGL-7240978-05 New Renewal X
Issue Date: 04/01/11

Named Insured: GAINESVILLE AMA RADIO SOC INC

Address: P O BOX 140383
GAINESVILLE, FL 32614-0383

Business of Insured: ASSOCIATION, CIVIC AND SOCIAL

Policy Period: From: 04/01/2011 To: 04/01/2012 12:01 a.m. Standard Time

COVERAGES AND LIMITS OF INSURANCE

IN RETURN FOR THE PAYMENT OF PREMIUM INDICATED BELOW, WE AGREE WITH YOU TO PROVIDE THE FOLLOWING COVERAGES, AT THE LIMITS SHOWN, SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE POLICY.

COVERAGES	LIMITS
Commercial General Liability	
General Aggregate (Other than Products/ Completed Operations)	$ 2,000,000
Products/Completed Operations Aggregate Limit	$ 1,000,000
Each Occurrence Limit	$ 1,000,000
Fire Damage Limit (Any one Fire)	$ 100,000
Medical Expense Limit	$ 10,000
Non-Owned Auto Liability	$ 1,000,000 Each Accident
Rented Auto Liability	$ 1,000,000 Each Accident

Premium	$360.00
Terrorism Included	No charge
CPIC Emergency Assessment	$5.04
FHCF Assessment	$4.68
FIGA Surcharge	$7.20
Total Advance Premium	$376.92

FORMS AND ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION
CG00011001, TL00171198, CG20110196, CG21011185, CG20021185, CG22581185
CG21470798, CG00570999, IL00210702, 68704(8/97), 96556(2/08)
CG0220398
91222(12/09), 78711(10/10), PRG 7003 (11/09)

MARSH Affinity Group Services
a service of Seabury & Smith, Inc.
12421 Meredith Dr
Urbandale, IA 50398
1-800-503-9227

91920 (1 05)

GARS Poorman's Hamfest & Computer Show

Exhibitor/Tailgate Invoice

$_____ = ____ GARS Table(s) or Exhibitor Table Space at $8.00 each

$_____ = ____ Early Admission(s) at $5.00 each person

$_____ = ____ Door Admission(s) at $7.00 each person

$_____ = Camping for Friday Night at $10.00 (RV, tent or car)

$_____ = Camping for Saturday Night at $10.00 (RV, tent or car)

$_____ = Tailgate Space(s) at $7.00 each

$_____ = TOTAL RECEIVED by _____ _____
for GARS date

Company Name _____

Name & callsign _____

Address _____

City, State, Zip _____

Email Address (optional) _____

❑ Additional Names and Addresses on back of page

Exhibit Hall Table Location

GARS Poorman's Hamfest & Computer Show Receipt

$_____ = ____ GARS Table(s) or Exhibitor Table Space at $8 each

$_____ = ____ Early Admission(s) at $5.00 each person

$_____ = ____ Door Admission(s) at $7.00 each person

$_____ = Camping for Friday Night at $10.00 (RV, tent or car)

$_____ = Camping for Saturday Night at $10.00 (RV, tent or car)

$_____ = Tailgate Space at $7.00

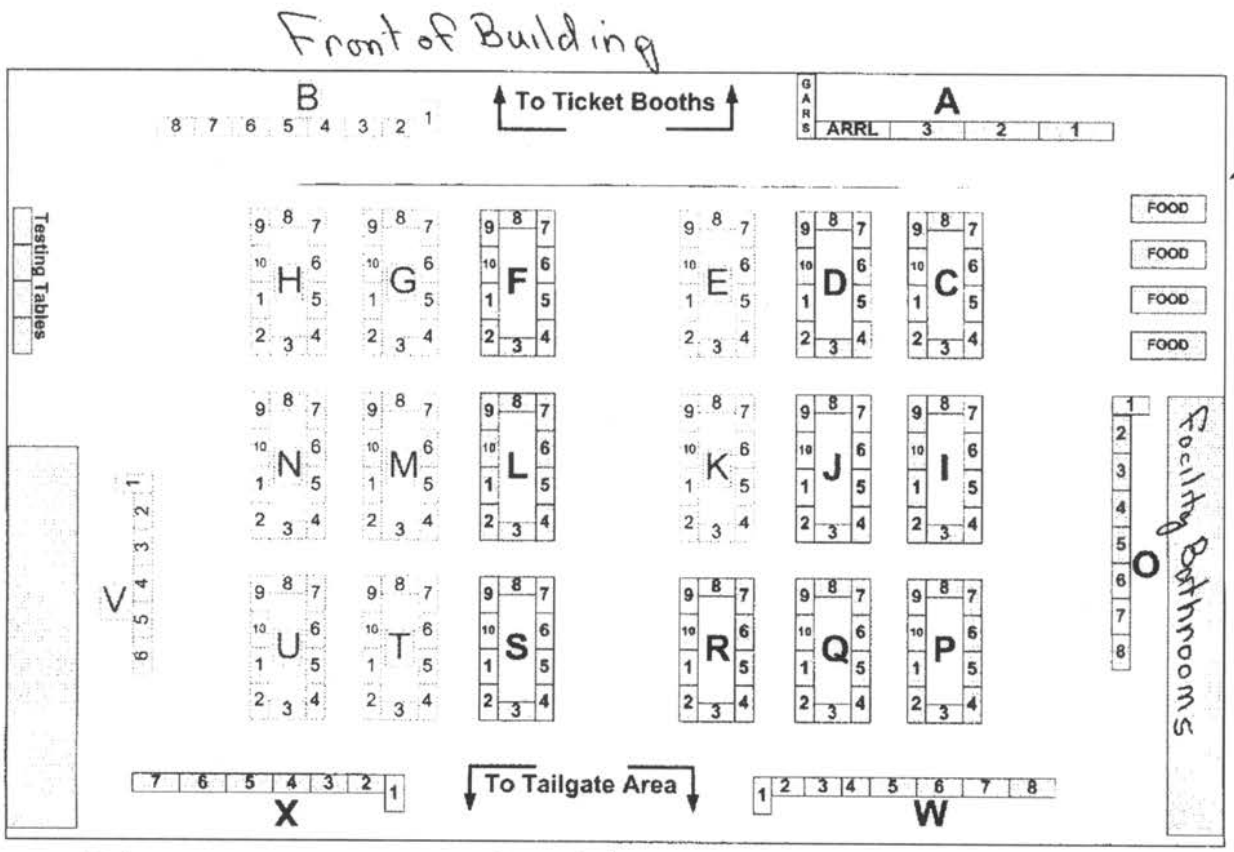
$ _____ Total Received by GARS

_____ _____
for GARS date

http://www.gars.net/

email k4gnv@gars.us

GARS thanks you for your support. Please plan NOW to attend next year's Hamfest



Vendor and Visitor Information

1. All vendors (indoors and outdoors) are personally responsible for being in compliance with all local and state tax regulations. The Gainesville Amateur Radio Society takes no responsibility for verifying the tax status of vendors.
2. "Caveat Emptor" (Buyer Beware!) - You are responsible for the quality and condition of the items you sell. The Gainesville Amateur Radio Society makes no guarantees on the quality of the items sold.
3. All vendors (indoors and outdoors) will be required to show identification and have an address on file with the hamfest committee.
4. This is a HAMFEST; amateur radio, computer, electronic and/or related items, please. NO GUNS, KNIVES, WEAPONS OF ANY KIND, OR PORNOGRAPHY! Your cooperation is appreciated.
5. Reasonable security will be furnished by the hamfest committee. We are not responsible for items that are lost or stolen. Protect your saleable items.
6. The electric outlets are overhead - above your table. If you need 120 VAC, bring your own extension cord.
7. After unloading your sales items, please park your vehicle in the "vendors parking" area.
8. Refunds to vendors are limited to the discretion of the hamfest committee chairman.
9. This is a county government facility. No alcoholic beverages or firearms allowed.
10. No left-overs please. You brought it - you take it home.

GARS thanks you for your support. Please plan NOW to attend next year's Hamfest

#7610

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 31, 2011

MEMORANDUM

To: John Pricher
Tourist Development

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on May 25, 2011 & Received in Contracts May 31, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the referenced above. Also attached is a copy of the Green Sheet.

UNIVERSITY OF FLORIDA
Tax Grant Agreement for the PURC/World Bank International Training Program on Utility Regulation and Strategy to be held June 13-24, 2011
Term: October 1, 2010 – September 30, 2011
Amount: $10,000.00 **Account: 005-4530-552.81-00**

Please forward the document to the vendor and keep a copy for your files. Also attached is your encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

ITEM DESCRIPTION:	Agreement with the University of Florida for the PURC/World Bank International Training Program on Utility Regulation and Strategy being held June 13 to 24, 2011.		
DEPARTMENT: Tourist	**RETURN TO** Tourist	**CONTACT:** John Pricher	**PHONE** 374-5260
DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	**AMOUNT:** $10,000.00	

BACKGROUND:

This agreement is with the University of Florida for the PURC/World Bank International Training Program on Utility Regulation and Strategy being held June 13 to 24, 2011. The Tourist Development Council through the Memorandum of Understanding with the Board of County Commissioners completed the FY 2011 Fall cycle of the Tourist Development Tax Grant Program. At the November 17, 2010, Tourist Development Council meeting the TDC awarded $76,689.65 to the grant applicants of the 2010 Fall cycle.

Since the events will take place from October 1, 2010 through September 30, 2011 the grant agreements will be coming in at various times. As time will permit the grants will be batched and submitted for execution by the county manager. Each agreement package will be accompanied by the grant list with the attached grants to be executed highlighted.

ISSUES:

ACTION

Recommendation: County Manager sign agreement

BUDGETARY IMPACT

Recommendation:	Money already budgeted
Funding Sources:	Tourist Tax
Associated Costs	None
Account Code:	005-4530-552-8100

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
				RAH	5/25/11

TOURIST DEVELOMENT TAX GRANT PROGRAM
AGREEMENT

This agreement is entered into this 25th day of May, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and the University of Florida, doing business at P.O. Box 115500, Gainesville, FL 32611-5500, hereinafter referred to as "Agency".

WITNESSETH

Whereas, the Agency has proposed to provide the PURC/World Bank International Training Program on Utility Regulation and Strategy being held June 13, 2011 through June 24, 2011;

Whereas, the County finds that the activity is in the best interest of it citizens by providing marketing or advertising designed to increase tourist-related business activities within the County;

Whereas, §125.0104, Florida Statutes provides that funding may be provided from the tourist development tax for this purpose;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term** - This agreement shall commence on October 1, 2010 and continue through September 30, 2011.

2. **Duties of the Agency** - The Agency shall have and perform the duties, obligations, and responsibilities to the County in accordance with the Alachua County Tourist Development Council Tourism Grant Guidelines and Application (attached as Exhibit A):

a. Use the funds only for advertising and promotional activities in accordance with the provisions of §125.0104, Florida Statutes.

3. **Compensation** - For all duties actually, timely and faithfully performed, the Agency will be paid as follows:

a. The Agency shall be reimbursed an amount not to exceed **Ten Thousand dollars ($10,000.00)** upon completion of the PURC/World Bank International Training Program on Utility Regulation and Strategy being held June 13, 2011 through June 24, 2011. Reimbursement shall be provided for the budgeted line items listed on the Revised Event Budget of the Alachua County Tourist Development Council Tourism Grant Guidelines and Application (attached as Exhibit A). Upon request by the Agency, the VCB Director may authorize changes to the budgeted line items, but may not increase the total grant allocation. Reimbursement will be made only for expenses authorized by section 125.0104 (5), Florida Statutes. Any expense

claimed for reimbursement that is not authorized by section 125.0104 (5) will not be reimbursed, approval of the grant applicant budget not withstanding.

As a condition precedent for any payment, the Agency shall submit an invoice to the County requesting payment for services properly rendered. The Agency's invoice shall describe with reasonable particularity each service rendered, the date thereof, and the person(s) rendering such service. The Agency's invoice shall be accompanied by such documentation or data in support of charges for which payment is sought as the County may require. Each invoice shall bear the signature of the Agency, which signature shall constitute the Agency'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 charges included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the Agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing and has not been previously submitted to or reimbursed by the County or any other agency, there being no reason known to the Agency that payment of any portion thereof should be withheld. Submission of the Agency's invoice for final payment shall further constitute the Agency's representation to the County that, upon receipt by the County of the final reimbursement request, all obligations of the Agency to others, including its consultants, incurred in connection with this agreement, have been paid in full. The Agency shall submit invoices to the County at the following address:

Visitors and Convention Bureau
c/o Roland Loog
30 East University Avenue
Gainesville, FL 32601

b.The County shall make payment to the Agency, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Brad Staats, Director of Contracts and Grants Accounting
University of Florida
Contracts & Grants
P.O. Box 113001
Gainesville, FL 32611

4. **Notice** - Except as otherwise provided in this agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Agency's and County representative are:

County: Roland Loog, Director
Visitors and Convention Bureau
30 East University Avenue
Gainesville, FL 32601

Agency: Brian C. Miller, Associate Director of Research
University of Florida
P.O. Box 11550
Gainesville, FL 32611
Phone: 352-392-1582

A copy of any notice, request or approval to the County must also be sent to:

J.K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

Alachua County Office of Management and Budget
Grants/Contracts
105 SE First Avenue, Suite 6
Gainesville, FL 32601

5. **Default and Termination** - The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to cure the default. Visitors and Convention Bureau Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Agency.

If Agency files a bankruptcy petition, the County may terminate this agreement effective on the date the Agency filed the bankruptcy petition with the court.

The County may terminate the agreement without cause by first providing at least seven days written notice to the Agency prior to the termination date. The County's Visitors and Convention Bureau Director is authorized to provide written notice of termination on behalf of the County.

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 Agency. The County will be the final authority as to the availability of funds.

The County will pay the Agency for all work completed prior to any notice of termination.

6. **Records** – All records relating in any manner whatsoever to the project, which are in the

possession of the Agency shall be made available to the County for inspection and copying upon written request of the County and shall be kept for a period of three (3) years after the completion of all work to be performed or as required by Chapter 119, Florida Statutes (Public Records) and schedules published by the Bureau of Archives and Records Management, whichever shall be greater. Additionally, said records shall be made available, upon request by the County to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

7. **Permits** - The Agency will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

8. **Laws & Regulations** - The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement, including workers compensation requirements. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

9. **Indemnification** - The Agency assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the Agency and the officers, employees, servants and agents thereof while acting in the scope of their employment by Agency. Agency warrants and represents that it is self-funded for liability insurance with such protection being applicable to the Agency's officers, employees, servants and agents while acting within the scope of their employment by the Agency. Agency and County further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the Agency, State of Florida, and their agents and agencies to be sued; or (3) a waiver of the sovereign immunity of the Agency, State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability, or other provisions of Section 768.28, Florida Statutes. Any liability against the County under this agreement shall not exceed the limits of liability set forth in Section 768.28, Florida Statutes.

10. **Assignment of Interest** - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

11. **Successors and Assigns** - The County and Agency each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement.

12. **Independent Contractor** - In the performance of this agreement, the Agency is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method,

technique, sequence, and procedure utilized by the Agency in the full performance of the agreement.

13. **Collusion** - By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, agencies or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

14. **Conflict of Interest** - The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

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

16. **Prohibition Against Contingent Fees** – The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency 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 the Agency any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

17. **Counterparts** – This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

18. **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

19. **Non Waiver** - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

20. **Governing Law and Venue** - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

21. **Attachments** - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

22. **Amendments** - The parties may amend this agreement only by mutual written agreement of the parties.

23. **Captions and Section Headings** - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

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. **Entire Agreement** - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

APPROVED AS TO FORM
Alachua County
Attorney's Office

ALACHUA COUNTY
By: _____
Randall Reid, County Manager
Date: 5/25/11

ATTEST (Agency)

By: _____
Print: Jamie Harris
Title: Research Admin. II
Date: 3/11/11

University of Florida

By: _____
Print: Brian C. Miller
Title: Associate Director of Research
Date: 5.11.11

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
Foreign sourced participant fees	$544,000
Total of other funding sources	$544,000

Please place a budget amount in each applicable box. In blank spaces provided, please add in any items that will be included in complete budget.

Organization: PURC
Event: PURC/WB International Training Program
Event Dates: June 13-24, 2011

Official Signature: _____

	TDC FUNDS	CASH	IN-KIND	TOTAL
PRINTING		$15,000		
POSTAGE		$10,000		
MEDIA/ADVERTISING/PROMOTION		$3,000		
LOCAL TRANSPORTATION		$1,500		
TRAVEL EXPENSES		$10,000		
REGISTRATION		$0		
RENTAL OF FACILITY		$8,000		
List any other expenses below		$234,200		
TOTAL		$281,700		

Speaker Honorariums	$36,000.00
Moving	$700.00
Hotel Rooms	$180,000.00
Awards Dinner	$7,000.00
Miscellaneous (participants materials, reference CDs, etc.)	$10,500.00

2010 Fall Grant Scores and Award Recommendations

Applicant	Avg. Score	Request	% Eligible	Award
1st Gainesville Hot Seat	28.5	$ 5,364.00	50%	$ 2,682.00
2nd Gainesville Hot Seat	50.5	$ 10,000.00	100%	$ 10,000.00
3rd Gainesville Hot Seat	50.5	$ 10,000.00	100%	$ 10,000.00
4th Gainesville Hot Seat	51.5	$ 10,000.00	100%	$ 10,000.00
27th SEAM - UF Math Dept	36.5	$ 7,476.00	75%	$ 5,607.00
UF Math - Systems Biology	35	$ 5,112.00	75%	$ 3,834.00
ARKAT	38.5	$ 5,600.00	75%	$ 4,200.00
Arts In HealthCare	34.5	$ 6,084.00	75%	$ 4,563.00
Beef Cattle	23.5	$ 4,798.80	50%	$ 2,399.40
PURC January	49	$ 10,000.00	100%	$ 10,000.00
PURC June	48	$ 10,000.00	100%	$ 10,000.00
FL Division of IAAP	31	$ 4,539.00	75%	$ 3,404.25
		$ 88,973.80		$ 76,689.65

#7609

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 31, 2011

MEMORANDUM

To: John Pricher
Tourist Development

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on May 25, 2011 & Received in Contracts May 31, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the referenced above. Also attached is a copy of the Green Sheet.

UNIVERSITY OF FLORIDA
Tax Grant Agreement for the PURC/World Bank International Training Program on Utility Regulation and Strategy to be held January 10-22, 2011
Term: October 1, 2010 – September 30, 2011
Amount: $10,000.00 **Account: 005-4530-552.81-00**

Please forward the document to the vendor and keep a copy for your files. Also attached is your encumbrance number. Thank you for your assistance.

Enclosures

cc: Finance & Accounting
Purchasing
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.co.alachua.fl.us

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

ITEM DESCRIPTION:	Agreement with the University of Florida for the PURC/World Bank International Training Program on Utility Regulation and Strategy being held January 10 to 21, 2011.		
DEPARTMENT: Tourist	**RETURN TO** Tourist	**CONTACT:** John Pricher	**PHONE** 374-5260
DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	**AMOUNT:** $10,000.00	

BACKGROUND:

This agreement is with the University of Florida for the PURC/World Bank International Training Program on Utility Regulation and Strategy being held January 10 to 21, 2011. The Tourist Development Council through the Memorandum of Understanding with the Board of County Commissioners completed the FY 2011 Fall cycle of the Tourist Development Tax Grant Program. At the November 17, 2010, Tourist Development Council meeting the TDC awarded $76,689.65 to the grant applicants of the 2010 Fall cycle.

Since the events will take place from October 1, 2010 through September 30, 2011 the grant agreements will be coming in at various times. As time will permit the grants will be batched and submitted for execution by the county manager. Each agreement package will be accompanied by the grant list with the attached grants to be executed highlighted.

ISSUES:

ACTION

Recommendation: County Manager sign agreement

BUDGETARY IMPACT

Recommendation:	Money already budgeted
Funding Sources:	Tourist Tax
Associated Costs	None
Account Code:	005-4530-552-8100

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
JOP				RHR	5/25/11

TOURIST DEVELOMENT TAX GRANT PROGRAM
AGREEMENT

This agreement is entered into this 25th day of May, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and the University of Florida, doing business at P.O. Box 115500, Gainesville, FL 32611-5500, hereinafter referred to as "Agency".

WITNESSETH

Whereas, the Agency has proposed to provide the PURC/World Bank International Training Program on Utility Regulation and Strategy being held January 10, 2011 through January 22, 2011;

Whereas, the County finds that the activity is in the best interest of it citizens by providing marketing or advertising designed to increase tourist-related business activities within the County;

Whereas, §125.0104, Florida Statutes provides that funding may be provided from the tourist development tax for this purpose;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term** - This agreement shall commence on October 1, 2010 and continue through September 30, 2011.

2. **Duties of the Agency** - The Agency shall have and perform the duties, obligations, and responsibilities to the County in accordance with the Alachua County Tourist Development Council Tourism Grant Guidelines and Application (attached as Exhibit A):

a. Use the funds only for advertising and promotional activities in accordance with the provisions of §125.0104, Florida Statutes.

3. **Compensation** - For all duties actually, timely and faithfully performed, the Agency will be paid as follows:

a. The Agency shall be reimbursed an amount not to exceed **Ten Thousand dollars ($10,000.00)** upon completion of the PURC/World Bank International Training Program on Utility Regulation and Strategy being held January 10, 2011 through January 22, 2011. Reimbursement shall be provided for the budgeted line items listed on the Revised Event Budget of the Alachua County Tourist Development Council Tourism Grant Guidelines and Application (attached as Exhibit A). Upon request by the Agency, the VCB Director may authorize changes to the budgeted line items, but may not increase the total grant allocation. Reimbursement will be made only for expenses authorized by section 125.0104 (5), Florida Statutes. Any expense

claimed for reimbursement that is not authorized by section 125.0104 (5) will not be reimbursed, approval of the grant applicant budget not withstanding.

As a condition precedent for any payment, the Agency shall submit an invoice to the County requesting payment for services properly rendered. The Agency's invoice shall describe with reasonable particularity each service rendered, the date thereof, and the person(s) rendering such service. The Agency's invoice shall be accompanied by such documentation or data in support of charges for which payment is sought as the County may require. Each invoice shall bear the signature of the Agency, which signature shall constitute the Agency'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 charges included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of the Agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing and has not been previously submitted to or reimbursed by the County or any other agency, there being no reason known to the Agency that payment of any portion thereof should be withheld. Submission of the Agency's invoice for final payment shall further constitute the Agency's representation to the County that, upon receipt by the County of the final reimbursement request, all obligations of the Agency to others, including its consultants, incurred in connection with this agreement, have been paid in full. The Agency shall submit invoices to the County at the following address:

Visitors and Convention Bureau
c/o Roland Loog
30 East University Avenue
Gainesville, FL 32601

b. The County shall make payment to the Agency, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Brad Staats, Director of Contracts and Grants Accounting
University of Florida
Contracts & Grants
P.O. Box 113001
Gainesville, FL 32611

4. **Notice** - Except as otherwise provided in this agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Agency's and County representative are:

County: Roland Loog, Director
Visitors and Convention Bureau
30 East University Avenue
Gainesville, FL 32601

Agency: Brian C. Miller, Associate Director of Research
University of Florida
P.O. Box 11550
Gainesville, FL 32611
Phone: 352-392-1582

A copy of any notice, request or approval to the County must also be sent to:

J.K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

Alachua County Office of Management and Budget
Grants/Contracts
105 SE First Avenue, Suite 6
Gainesville, FL 32601

5. **Default and Termination** - The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to cure the default. Visitors and Convention Bureau Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Agency.

If Agency files a bankruptcy petition, the County may terminate this agreement effective on the date the Agency filed the bankruptcy petition with the court.

The County may terminate the agreement without cause by first providing at least seven days written notice to the Agency prior to the termination date. The County's Visitors and Convention Bureau Director is authorized to provide written notice of termination on behalf of the County.

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 Agency. The County will be the final authority as to the availability of funds.

The County will pay the Agency for all work completed prior to any notice of termination.

6. **Records** – All records relating in any manner whatsoever to the project, which are in the

possession of the Agency shall be made available to the County for inspection and copying upon written request of the County and shall be kept for a period of three (3) years after the completion of all work to be performed or as required by Chapter 119, Florida Statutes (Public Records) and schedules published by the Bureau of Archives and Records Management, whichever shall be greater. Additionally, said records shall be made available, upon request by the County to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

7. **Permits** - The Agency will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

8. **Laws & Regulations** - The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement, including workers compensation requirements. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

9. **Indemnification** - The Agency assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the Agency and the officers, employees, servants and agents thereof while acting in the scope of their employment by Agency. Agency warrants and represents that it is self-funded for liability insurance with such protection being applicable to the Agency's officers, employees, servants and agents while acting within the scope of their employment by the Agency. Agency and County further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the Agency, State of Florida, and their agents and agencies to be sued; or (3) a waiver of the sovereign immunity of the Agency, State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability, or other provisions of Section 768.28, Florida Statutes. Any liability against the County under this agreement shall not exceed the limits of liability set forth in Section 768.28, Florida Statutes.

10. **Assignment of Interest** - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

11. **Successors and Assigns** - The County and Agency each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement.

12. **Independent Contractor** - In the performance of this agreement, the Agency is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method,

technique, sequence, and procedure utilized by the Agency in the full performance of the agreement.

13. **Collusion** - By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, agencies or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

14. **Conflict of Interest** - The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

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

16. **Prohibition Against Contingent Fees** – The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency 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 the Agency any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

17. **Counterparts** – This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

18. **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

19. **Non Waiver** - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

20. **Governing Law and Venue** - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

21. **Attachments** - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

22. **Amendments** - The parties may amend this agreement only by mutual written agreement of the parties.

23. **Captions and Section Headings** - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

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. **Entire Agreement** - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

APPROVED AS TO FORM
Alachua County
Attorney's Office

ALACHUA COUNTY
By: _____
Randall Reid, County Manager
Date: 5/25/11

ATTEST (Agency)
By: Jamie Harris
Print: _____
Title: Research Admin. II
Date: 3/11/11

University of Florida
By: _____
Print: Brian C. Miller
Title: Associate Director of Research
Date: 3.11.11

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
Foreign sourced participant fees	$544,000
Total of other funding sources	$544,000

Please place a budget amount in each applicable box. In blank spaces provided, please add in any items that will be included in complete budget.

Organization: PURC
Event: PURC/WB International Training Program
Event Dates: January 10-21, 2011

Official Signature: _____

	TDC FUNDS	CASH	IN-KIND	TOTAL
PRINTING		$15,000		
POSTAGE		$10,000		
MEDIA/ADVERTISING/PROMOTION		$3,000		
LOCAL TRANSPORTATION		$1,500		
TRAVEL EXPENSES		$10,000		
REGISTRATION		$0		
RENTAL OF FACILITY		$8,000		
List any other expenses below		$234,200		
TOTAL		$281,700		

Speaker Honorariums	$36,000.00
Moving	$700.00
Hotel Rooms	$180,000.00
Awards Dinner	$7,000.00
Miscellaneous (participants materials, reference CDs, etc.)	$10,500.00

2010 Fall Grant Scores and Award Recommendations

Applicant	Avg. Score	Request	% Eligible	Award
1st Gainesville Hot Seat	28.5	$ 5,364.00	50%	$ 2,682.00
2nd Gainesville Hot Seat	50.5	$ 10,000.00	100%	$ 10,000.00
3rd Gainesville Hot Seat	50.5	$ 10,000.00	100%	$ 10,000.00
4th Gainesville Hot Seat	51.5	$ 10,000.00	100%	$ 10,000.00
27th SEAM - UF Math Dept	36.5	$ 7,476.00	75%	$ 5,607.00
UF Math - Systems Biology	35	$ 5,112.00	75%	$ 3,834.00
ARKAT	38.5	$ 5,600.00	75%	$ 4,200.00
Arts In HealthCare	34.5	$ 6,084.00	75%	$ 4,563.00
Beef Cattle	23.5	$ 4,798.80	50%	$ 2,399.40
PURC January	49	$ 10,000.00	100%	$ 10,000.00
PURC June	48	$ 10,000.00	100%	$ 10,000.00
FL Division of IAAP	31	$ 4,539.00	75%	$ 3,404.25
		$ 88,973.80		$ 76,689.65

#7607

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 31, 2011

MEMORANDUM

To: Rob Avery
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on May 25, 2011 & Received in Contracts May 31, 2011**

Enclosed please find one original of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

GAINESVILLE, CITY OF
Lease Agreement for use of Alachua County Fairgrounds for the 2012 Hoggetowne Medieval Faire
Term: January 17, 2012 – February 9, 2012
Amount: $9,000.00
Account: 128-4505-362.20-00

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
Markisha Boykin
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI Lease Agreement for the City of Gainesville's use of the Alachua County Fairgrounds

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
CMO	Richard Drummond	**PHONE** 352-264-6916
DOCUMENT(S) REQUIRING ACTION:	Lease Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $9000.00**

EXECUTIVE SUMMARY: The City of Gainesville is an organization requesting to use the exhibition building, pole barn, grounds and parking lot for the Hoggetowne Medieval Faire to be held on January 28-29 and February 3-5, 2012 at the Alachua County Fairgrounds; the facility will be needed by the City of Gainesville January 17– February 9, 2012.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard lease agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received.

ACTION

Recommendation: Approve the City of Gainesville's use of the Alachua county Fairgrounds exhibition building, pole barn, grounds, and parking lot for the Hoggetowne Medieval Faire to be held on January 28-29 and February 3-5, 2012 at the Alachua County Fairgrounds; the facility will be needed by the City of Gainesville January 17-February 9, 2012.

BUDGETARY IMPACT

Recommendation:

Funding Sources: **Fairgrounds Management Fund 128**

Associated Costs None.

Account Code: 128-4505-362-20-00 Leasing Fee

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
RA 5/18/12				RHA	5/25/12

LEASE AGREEMENT
BETWEEN ALACHUA COUNTY
AND CITY OF GAINESVILLE

THIS LEASE AGREEMENT, made and entered into this 10 day of May, A.D., 2011, by and between Alachua County, a charter County and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the City of Gainesville, Inc., hereinafter referred to as the "City" or "Lessee";

WITNESSETH:

Section 1. Lease of Area. The County, as Lessor, does hereby lease to the City, as Lessee, a part of the Premises described in **Exhibit "A"** minus that portion of property described in **Exhibit "A-1"**, (the Premises) attached hereto and made a part hereof as fully as if set out herein plus all improvement thereon.

Section 2. Term. This Lease Agreement shall commence on January 17, 2012 and shall terminate on February 9, 2012 unless earlier terminated as provided herein.

Section 3. Use of Leased Area.

a. The City shall use the Fairgrounds under this Lease to hold the 2012 Hoggetowne Medieval Faire.

b. During the term of this Lease Agreement, the City shall have the right to conduct activities consistent with the zoning requirements on the leased Premises and any other applicable federal, state, and local laws, and regulations, including deed restrictions. Prior to allowing any activity on the Premises, The City shall ensure that any person, group organization or agency, company or association that desires to use the facility has valid insurance of the type and amounts shown in **Exhibit B** or, in the case of a public agency, is self-insured in accordance with Florida Statutes.

c. The City will retain all funds charged for admission, camping and parking proceeds.

d. The City shall have complete control of the Premises during the lease term.

e. The City agrees to pay the County the sum of **$9000.00** as a flat rate license fee for the privilege of using the Property. Payment will be due to the County no later than 5 business days prior to the use period.

Section 4. Approvals. The City agrees that all renovations, new construction, or improvements to be made to the Leased Area shall, prior to being undertaken, be approved by the County's Parks Division..

Section 5. Inspections. The County, during the term of this Lease Agreement, shall have the right to inspect the leased Premises, upon reasonable notice. The City shall use its best efforts to allow the County to inspect the Leased Area within one hour notice, if so requested.

At least ten (10) days prior to the effective date of this Lease, the County and the City shall conduct a joint inspection of the Premises to determine the condition of the Premises and identify any deficiencies, damages or maintenance requirements. The County shall be responsible for insuring that the Premises are in a clean and serviceable condition. Any noted deficiencies or damage that cannot be corrected by the County prior to occupancy by the City shall be documented and reduced to a written document, signed by representatives of the County and the City.

The City shall return the Premises to the County at the termination of the Lease in the same condition in which it was delivered, normal wear and tear excepted. The City shall be responsible for the cost of any damages to the Premises that are the result of their occupancy and use.

Section 6. Insurance. In addition to the requirements for Insurance outlined in the Section 3, above, the City will procure and maintain insurance throughout the entire term of this Lease Agreement of the Types and in the minimum amounts detailed in Exhibit B.

Section 7. Covenants of the Association.

a. The City, during all times of its use and occupancy of the leased Premises, agrees to be responsible for the control, maintenance, and management of the leased Premises and shall keep the same and all improvements in a good state of repair, reasonable wear and tear and unavoidable casualties are exempted.

b. Animals shown or exhibited at the Faire shall have current health certificates. Owners shall bring these certificates to the Faire and make them available for inspection. State inspections of animals are done by State inspectors at the Faire as new animals are brought in for exhibit or show.

For other animals, the City will hand deliver or fax written notice of all events involving animals, to include details as to species and numbers if known to Alachua County Division of Animal Services (fax number: 352-955-2338) as soon as such information is available but in any event within two (2) business days prior to the animals arrival at the Premises

c. The City will provide a list, immediately upon request of the County, containing the names, phone numbers, and addresses of all persons owning animals on the Premises. If the possessor of the animal on the Premises is not the owner, then the preceding information shall also be provided for the possessor. The quantity and type of each animal shall also be provided.

d. The City will be responsible for approving any direct connect electrical services and wiring required by vendors and concessions. All wiring will be done by an

electrician licensed by the State of Florida to perform the type of work required. The City will designate the electrician who will perform such work.

Section 8. Default. In the event of default by the City in the performance of any of its agreements, conditions, or covenants contained in this Lease Agreement, the County shall have the following rights:

a. Where the default is one relating to the performance or completion of any of the covenants identified herein, the County shall provide the City with seven (7) days notice of such default and the City shall have seven (7) days from the time such notice is mailed to correct such defect or default. Failure on the part of the City to correct such default shall entitle the County to immediately terminate this Lease Agreement and deny the City the use of the Premises.

b. Failure of the County to enforce any agreement, condition, covenant, or other term of this Lease Agreement shall not affect the right of the County to enforce this Lease Agreement in any subsequent default or breach.

c. The County may terminate this Lease without cause by providing the City six (6) months written notice.

Section 9. Notice. Except as otherwise provided in the Lease Agreement any notice of default or termination from either party to 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, City and County representative are:

County: Public Works Director P.O. Box 1188 Gainesville, Fl. 32602-1188	City: Linda Piper Post Office Box 490 Gainesville, Florida 32602

A copy of any notice, request or approval to the County must also be sent to:

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

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl 32601
Attn: Contracts

Section 10. Indemnification. Each party shall be solely responsible for negligent or wrongful acts of its officials, agents and employees.

Section 11. Assignment of Interest. Neither party will assign or transfer any interest in the Lease Agreement without prior written consent of the other party.

Section 12. Successors and Assigns. The County and City each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Lease Agreement.

Section 13. Use of Security Personnel. The City, through the use of private security personnel, or off-duty law enforcement personnel shall be responsible for maintaining traffic control, crowd control, and security on the property, and at the entrance and exit to the property. The City shall prepare and coordinate a security plan with the Alachua County Sheriff's Office. Security personnel shall be made familiar with this plan and shall enforce the same..

Section 14. Health and Safety Regulations. The City shall be responsible for complying with all health and safety regulations as may be required by the Alachua County Health Department, the Alachua County Sheriff's Office, Alachua County Department of Growth Management and any agency of the State of Florida. All refuse will be removed from the site within 24 hours of the succession of the event including any post-postponements periods.

Section 15. Emergency Vehicles.

a. The City shall ensure that adequate access routes are maintained for emergency vehicles.

b. Should there be a need to contact emergency medical services or fire services personnel, the City shall greet emergency medical services or fire services personnel at the entrance to provide direction.

Section 16. Laws and Regulations. The City will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The City is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the City is not familiar with state and local laws, ordinances, code rules and regulations, the City remains liable for compliance therewith.

Section 17. Third Party Beneficiaries. This lease Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 18. Severability. If any provision of this Lease Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

Section 19. Non Waiver. The failure of any party to exercise any right in this Lease Agreement shall not be considered a waiver of such right.

Section 20. Governing Law and Venue. This Lease Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

Section 21. Attachments. All exhibits attached to the Lease Agreement are incorporated into and made part of this Lease Agreement by reference.

Section 22. Amendments. The parties may amend this Lease Agreement only by mutual written agreement of the parties.

Section 23. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Lease Amendment.

Section 24. Construction. This Lease 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 Lease Agreement.

Section 25. Counterparts. – This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

Section 26. Entire Agreement. This Lease Agreement constitutes the entire agreement for the use of the Premises for the purposes declared herein and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

CITY OF GAINESVILLE

ATTEST: (by corporate Officer)

By: Linda Piper

Print: Linda Piper

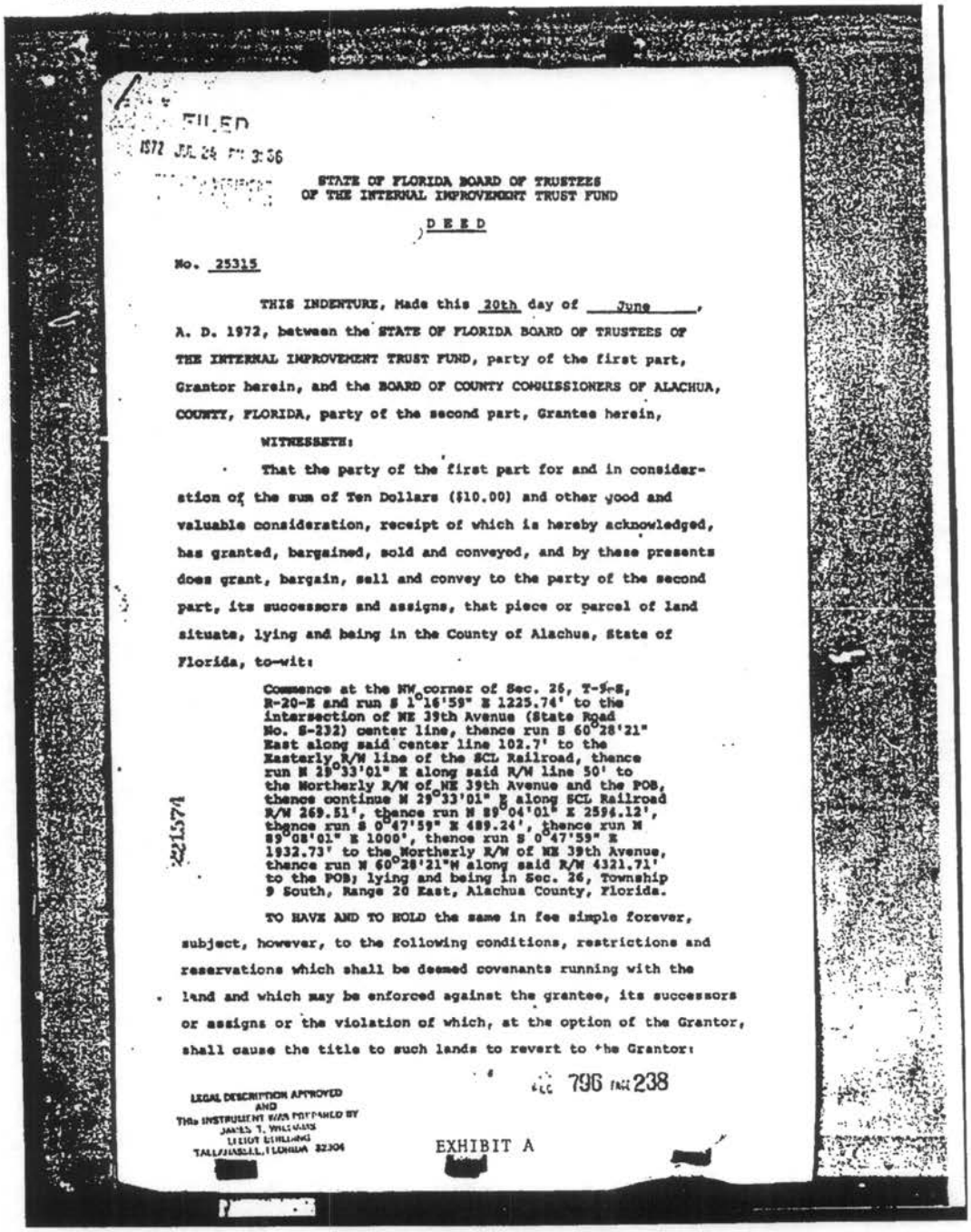
Title: Events Coordinator

By: _____

Print: STEVE PHILLIPS

Title: DIRECTOR, P,R,CA

EXHIBIT A: Premises



FILED

1972 JUL 24 PM 3:36

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

DEED

No. 25315

THIS INDENTURE, Made this 20th day of June, A. D. 1972, between the STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, party of the first part, Grantor herein, and the BOARD OF COUNTY COMMISSIONERS OF ALACHUA, COUNTY, FLORIDA, party of the second part, Grantee herein,

WITNESSETH:

That the party of the first part for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey to the party of the second part, its successors and assigns, that piece or parcel of land situate, lying and being in the County of Alachua, State of Florida, to-wit:

Commence at the NW corner of Sec. 26, T-9-S, R-20-E and run S 1°16'59" E 1225.74' to the intersection of NE 39th Avenue (State Road No. S-232) center line, thence run S 60°28'21" East along said center line 102.7' to the Easterly R/W line of the SCL Railroad, thence run N 29°33'01" E along said R/W line 50' to the Northerly R/W of NE 39th Avenue and the POB, thence continue N 29°33'01" E along SCL Railroad R/W 269.51', thence run N 89°04'01" E 2594.12', thence run S 0°47'59" E 489.24', thence run N 89°08'01" E 1000', thence run S 0°47'59" E 1932.73' to the Northerly R/W of NE 39th Avenue, thence run N 60°28'21"W along said R/W 4321.71' to the POB; lying and being in Sec. 26, Township 9 South, Range 20 East, Alachua County, Florida.

2215771

TO HAVE AND TO HOLD the same in fee simple forever, subject, however, to the following conditions, restrictions and reservations which shall be deemed covenants running with the land and which may be enforced against the grantee, its successors or assigns or the violation of which, at the option of the Grantor, shall cause the title to such lands to revert to the Grantor:

796 PAGE 238

LEGAL DESCRIPTION APPROVED AND THIS INSTRUMENT WAS PREPARED BY JAMES T. WILLIAMS LEGAL DIVISION TALLAHASSEE, FLORIDA 32304

EXHIBIT A

No. 25315 Page 2

1. This conveyance is made to the Grantee for use by Alachua County as a county agricultural center and county fairyround, and construction of facilities for these purposes shall be commenced by the Grantee within three (3) years from the date of this deed.

2. There is reserved by the Grantor for the use and benefit of the State of Florida Department of Health and Rehabilitative Services the right, to be exercised by the State of Florida Department of Health and Rehabilitative Services, to enter upon said lands and harvest any timber the removal of which is necessitated by construction herein required.

3. The said lands shall not be used for commercial purposes nor shall any other use be made thereof which is inconsistant with the authorized uses.

IN WITNESS WHEREOF, the Trustees for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first above written.

(SEAL)
STATE OF FLORIDA
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND 1855

Governor

Secretary of State

Attorney General

Comptroller

Treasuror

Commissioner of Education

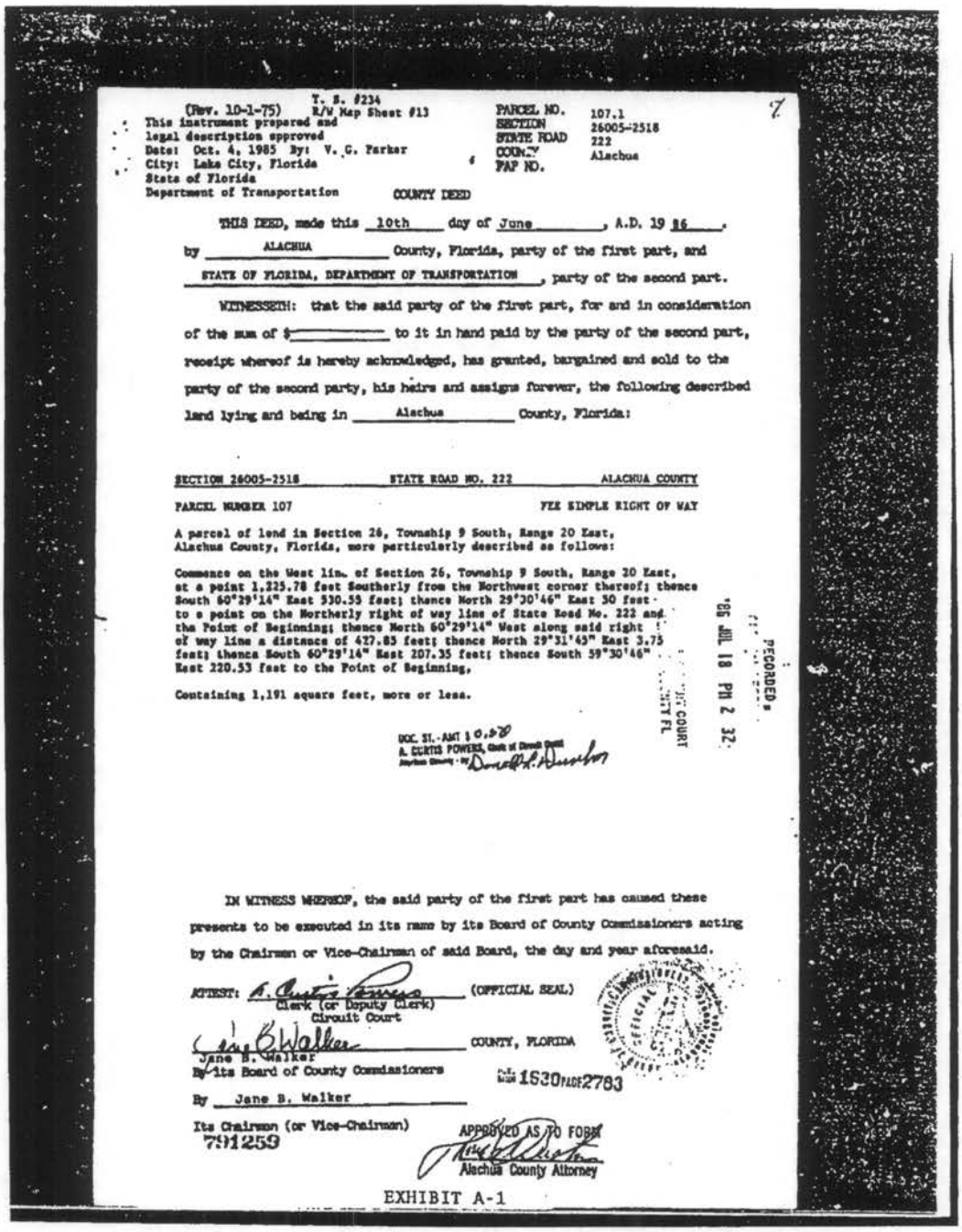
Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund

REC 796 PAGE 239

EXHIBIT A

Exhibit A-1: Excluded Areas



T. S. #234
(Rev. 10-1-75) R/W Map Sheet #13

This instrument prepared and
legal description approved
Date: Oct. 4, 1985 By: V. G. Parker
City: Lake City, Florida
State of Florida
Department of Transportation

PARCEL NO. 107.1
SECTION 26005-2518
STATE ROAD 222
COUNTY Alachua
FAP NO.

COUNTY DEED

THIS DEED, made this 10th day of June, A.D. 19 86,
by ALACHUA County, Florida, party of the first part, and
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, party of the second part.

WITNESSETH: that the said party of the first part, for and in consideration of the sum of $_____ to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second party, his heirs and assigns forever, the following described land lying and being in Alachua County, Florida:

SECTION 26005-2518 STATE ROAD NO. 222 ALACHUA COUNTY

PARCEL NUMBER 107 FEE SIMPLE RIGHT OF WAY

A parcel of land in Section 26, Township 9 South, Range 20 East, Alachua County, Florida, more particularly described as follows:

Commence on the West line of Section 26, Township 9 South, Range 20 East, at a point 1,225.78 feet Southerly from the Northwest corner thereof; thence South 60°29'14" East 530.55 feet; thence North 29°30'46" East 30 feet to a point on the Northerly right of way line of State Road No. 222 and the Point of Beginning; thence North 60°29'14" West along said right of way line a distance of 427.85 feet; thence North 29°31'45" East 3.75 feet; thence South 60°29'14" East 207.35 feet; thence South 59°30'46" East 220.53 feet to the Point of Beginning.

Containing 1,191 square feet, more or less.

DOC. ST. AMT $ 0.70
A. CURTIS POWERS, Clerk of Circuit Court
Alachua County, Fla.
By: Deputy Clerk

86 JUN 18 PM 2 32
CLERK CIRCUIT COURT
ALACHUA CO. FL

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 Chairman or Vice-Chairman of said Board, the day and year aforesaid.

ATTEST: A. Curtis Powers (OFFICIAL SEAL)
Clerk (or Deputy Clerk)
Circuit Court

Jane B. Walker
Jane B. Walker COUNTY, FLORIDA
By its Board of County Commissioners

By Jane B. Walker

Its Chairman (or Vice-Chairman)

791259

OR 1530 PAGE 2783

APPROVED AS TO FORM
Alachua County Attorney

EXHIBIT A-1

EXHIBIT B: Insurance Requirements

TYPE "G" INSURANCE REQUIREMENTS
"Self Insured Governmental Entities"
And/Or Fully Insured Entities

Entity shall provide evidence that it has in place a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28. That the self-insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed $300,000 per accident.

OR

Entity shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the entity, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OTHER PROVISIONS

Indemnification Clause: Each party agrees that it shall be solely responsible for the negligent acts or omissions of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitation set forth in Section

768.28, Florida Statutes.

Certificate Holder: Alachua County Board of County Commissioners
c/o Risk Management
P.O. Box 1467
Gainesville, Florida 32602

7666

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 19, 2011

MEMORANDUM

To: Gail Foote
Public Safety

From: John Johnson, Grants/Contracts Administrator
Office of Management and Budget

Subject: **Grants/Contracts Approved by the County Manager on 5/19/2011 & Received in Contracts May 19, 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.

WHITMAN, KEITH AND MIRANDA
License Agreement for a Training Burn on property located at 500 NW 80TH Blvd, Gainesville
Term: September 16, 2010 – April 30, 2011
Amount: N/A Account: N/A

Please forward the document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosure

cc: File

JDJ

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

COUNTY MANAGER ITEM SUMMARY 7606

ITEM DESCRIPTION:	License Agreement to Destroy Property		
DEPARTMENT: Public Safety	**RETURN TO** Captain Gail Foote	**CONTACT:** gef@alachuacounty.us	
		PHONE 384-3120	
DOCUMENT(S) REQUIRING ACTION:	Burn License Agreement (attached)	**AMOUNT:** 0	

EXECUTIVE SUMMARY: A Fire Department training exercise involving the burning of structural property. (Live Fire Training)

BACKGROUND: On occasion, Fire/Rescue Services receives requests from property owners to destroy structures on their property. The department uses these opportunities for practical training exercises involving fire suppression and rescue activities, thus leaving the structure(s) totally or partially destroyed. Removal of the debris is the responsibility of the property owner according to the building department having jurisdiction.

The County Attorney's Office has prepared this License Agreement to be signed by both the property owner(s) and the County Representative delineating responsibilities, rights and permissions related to training activities on private property.

ISSUES: Training evolutions will comply with Florida State Law and NFPA 1403/1142. An Instructor-in-charge, Safety Officer, and support Instructors will be utilized in any live fire training. These personnel will all be trained to the level of Live Fire Instructor I established by the Florida State Bureau of Fire Standards and Training.

ACTION

Recommendation: Approve Agreement

BUDGETARY IMPACT

Recommendation:	None
Funding Sources:	None
Associated Costs	None
Account Code:	None

ATTACHMENTS: License Agreement and Attachments

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					1/19/11

ALACHUA COUNTY PERMIT

PERMIT #: 2011030386 **MASTER #:** 2011030386 **PERMIT TYPE:** MP **VALID #:** 437
I D: 03/31/2011 BY: BLD312 APPLIED DATE: 03/31/201 APPROVAL DATE:
JOB ADDRESS: 500 NW 80 BLVD
JOB DESCRIPTION: DEMO EXISTING HOUSE
APPLICATION USER: BLD312 #BEDROOMS: #BATHROOMS: #FLOORS:
SUBDIVISION #: 3586 SUNNINGDALE-REPLAT OF LOTS 27B 27C BLOCK: LOT: 27C
TAX PARCEL NBR: 06656-627-003 SECTION: 05 TOWNSHIP: 10 RANGE: 19 INSP AREA: 3
APPLICANT NAME: FINDLEY, EARL C.

OWNER INFORMATION
WHITMER , KEITH & MIRANDA
GAINESVILLE,FL 32608

CONTRACTOR INFORMATION
FINDLEY, EARL C. (INDIVIDUAL)
GAINESVILLE
1625 NW 107TH TERRACE, 32606- FL
CERT #:10870 PHONE: (352)331-9771

ADDTL INFO: pw-pas-approves FOR HOUSE DEMOLITION ONLY. For any other propopsed construction please provide plans - RQF 2/14/11. EPD PAS APPROVE DEMO WITH NOTE "REGULATED TREES TO BE REMOVED REQUIRE A TREE REMOVAL PERMIT. CONTACT STEVEN KABAT ARBORIST AT
FCC CODE: 645 -*DEMO SINGLE FAMILY HOUSE JOB VALUE: $ 10,000.00
CONSTRUCTION CODE: / TOTAL SQFT:
SETBACKS FRONT: REAR: LEFT: RIGHT:
CONTACT NAME: FINDLEY, EARL C. CONTACT PHONE: (352)331-9771

Litter, Solid Waste Disposal, and Open Burning:
It shall be unlawful for any owner, agent, contractor, or other person in charge of a construction, demolition, or development site to cause or permit the accumulation of junk or litter thereon, except in enclosed receptacles, or to leave unused construction material on the site for more than seven days after the completion of the development, demolition, or construction, or the expiration of the permit therefor (Alachua County Code - s. 74.20(c)). Open burning of litter on construction sites shall be prohibited, except for the burning of vegetative debris as approved and permitted by the Florida Division of Forestry. Commercial illegal dumping is a 3rd degree felony which can be punishable by imprisonment, fines, forfeiture of equipment, and civil penalties. F.S. 403.13 (the Florida Litter Law).

Contractor Licensing, Inspection, and Insurance:
It should be the responsibility of every contractor who shall make contracts for the installation or repairs of building, structure, electrical, mechanical, or plumbing systems, for which a permit is required, to comply with state and local rules and regulations concerning licensing, inspections, and insurance.

Noise Ordinance:
The Alachua County Code, Section 110.03(f) regarding construction and demolition activity states that the operation of any equipment used in construction work, building excavation, grading, pile driving, pneumatic hammering, demolition, dredging, building alteration or repair work between the hours of 9:00 p.m. of one day and 7:00 a.m. of the next day is declared a violation of the noise ordinance, except for authorized emergency work.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING , CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. FS 713.135

All work covered by this permit is to be completed in accordance with the permitted plans and the applicable codes of Alachua County, Florida. This permit may be revoked at any time upon the violation of any of the provisions of said laws, ordinances, or rules and regulations or upon any change in the plans and specifications unauthorized by this department. Permit is void after 6 (six) months from the date of issuance if work is not started and an approved inspection is not made. I hereby certify that I am the property owner or authorized agent for the property owner, and thus I understand and will comply with all the Alachua County Unified Land Development Code in connection with the herein proposed construction.

NOT VALID WITHOUT THE ALACHUA COUNTY CODES ENFORCEMENT OFFICIAL SEAL

Earl C Findley
Signature of Applicant

3-31-11
Dated

OFFICE OF CODES ENFORCEMENT
OFFICIAL SEAL
ALACHUA COUNTY
FLORIDA

Building Official

3-31-11
Dated

CDPR2020

To track the status of this application go to http://cpd/gis/applications/permits.php
To schedule an inspection go to http://cpd/gis/applications/schedule_inspection.php

Alachua County Inspection Sheet

2011030386 : 160

Permit Number: **2011030386**
Inspection Code: **160**
Permit Type: **MISCELLANEOUS (MP)**
Inspection Area: **3** Confirmation Number: **.**
Issued Date: **31-MAR-11** Status: **ISSUED**
Job Location: **500 NW 80 BLVD , GAINESVILLE**
Job Description: **DEMO EXISTING HOUSE**
Job Phone: **(352)331-9771** Job Value: **10000**
Sub Division: **SUNNINGDALE-REPLAT OF LOTS 27B 27C**
Water: Sewer: Lot: **27C**
Block/Bldg: R-T-S: **19-10-05** Flood Zone:
Front: Left: Right:
Rear: Special:
Owner Name: **WHITMER , KEITH & MIRANDA**
Contact Name: **FINDLEY, EARL C.**
DBA: **FINDLEY, EARL C. (INDIVIDUAL)**
Project Description: **DEMO EXISTING HOUSE**
Directions:

Inspection Type:
DEMO PRE-INSPECT

Inspection Result:
APPROVED
Inspector Name:

Contact Phone: **(352)331-9771**
Certificate Number: **10870**

Additional Information: **pw-pas-approves FOR HOUSE DEMOLITION ONLY. For any other propopsed construction please provide plans - RQF 2/14/11. EPD PAS APPROVE DEMO WITH NOTE "REGULATED TREES TO BE REMOVED REQUIRE A TREE REMOVAL PERMIT. CONTACT STEVEN KABAT ARBORIST AT 374-5244" B.L.**

REQ	DESCRIPTION	REQUEST DATE	RESULT	RESULT DATE	INSPECTOR
160	DEMO PRE-INSPECT	13-APR-11			
999	FINAL INSPECTION				

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, is entered into this _____ day of_____2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Keith + Miranda Whitmer hereinafter all owners are collectively referred to as "OWNER", owns the property identified as Alachua County Tax Parcel number 06656-627-003 and located at 500 NW 80 Blvd (the "Property").

WITNESSETH:

WHEREAS, Owner is the owner of certain Property located within the fire district of the County, which Property the Owner has agreed to allow the County to use for training exercises; and

WHEREAS, the County desires to use said Property for training exercises, to include the destruction of owner's property.

WHEREAS, the Owner desires to have the structure destroyed and will benefit from its destruction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Term. This license is valid through 12/31/11 or, until revoked in writing by the owner.

2. Property. This license agreement is for the use of certain property described in Exhibit "A" (The Property)

3. Use of Property. County agrees to use the Property exclusively for:

a. A training burn that will destroy the structure and contents of the structure Identified in the site map and deed attached as Exhibit "A" . The licensee will not be responsible for removal of debris left after the burn.

4. Grant. Owner grants to County and all agents or invitees of the County:

a. the right of access to the Property; and

b. the right to move training equipment onto the property; and

c. the right to conduct training exercises on the property.

5. Right of Assignment. County shall not have the right to assign this license agreement without the written consent of Owner.

6. Certification of Ownership. If improvements to land are to be destroyed, damaged, modified or otherwise altered under this license, then the Owner certifies that he is the fee simple owner of the property, and that no liens, mortgages or encumbrances exist. A copy of the recorded deed to the property is attached as **Exhibit "A"**.

7. Notices. All notices shall be in writing and sent to:

Owner:

and to: Alachua County Public Safety
Attn; Director of Public Safety
913 SE 5th Street
Gainesville, Florida, 32601

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

And to:

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Fl, 32601
Attn; Contracts

8. Indemnity. For consideration as stated herein, Owner shall release, protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against all claims brought by mortgagees, lienors, or others claiming to have an interest in the property, relating to the County's actions on the property. Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by the

County of its sovereign immunity or the provisions of section 768.28. Florida Statutes.

9. Third Party Beneficiary. This license agreement does not create any relationship with or any rights in favor of any third party.

10. Severability Clause. If any provision of this license agreement is declared void by court of law, all other provisions will remain in full force and effect.

11. Governing Law and Venue. This license agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

12. Amendments. The parties may amend this license agreement only by mutual written agreement of the parties.

13. Entire Agreement. This license agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid, County Manager

WITNESS:TO MR. REID

_____

APPROVED AS TO FORM

_____
Alachua County Attorney

For Non-Corporate Ownership, have each owner sign and notarize below:

OWNER #1

Sign: _____

Print: Keith Whitmer

Address: 8123 NW 5th Ct.
Gainesville, FL 32607

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this 30 day of March, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 day of March, 2011, by Keith Whitmer, who is personally known to me or produced _____ as identification.

_____
Notary Public, State of Florida at Large

AMY L. ABRAHAM
Commission # DD 876886
Expires May 3, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

OWNER #2

Sign: _____

Print: Miranda Whitmer

Address: 8123 NW 5th Ct.

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this 30 day of March, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 day of March, 2011, by Miranda Whitmer, who is personally known to me or produced _____ as identification.

Amy L. Abraham
Notary Public, State of Florida at Large

AMY L. ABRAHAM
Commission # DD 876886
Expires May 3, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

For Corporate Ownership, have two corporate officers sign below, and notarize:

Officer #1	Officer #2
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____

NOTARY FOR OWNER
STATE OF FLORIDA
COUNTY OF ALACHUA
Dated this 30 day of March, 2011.

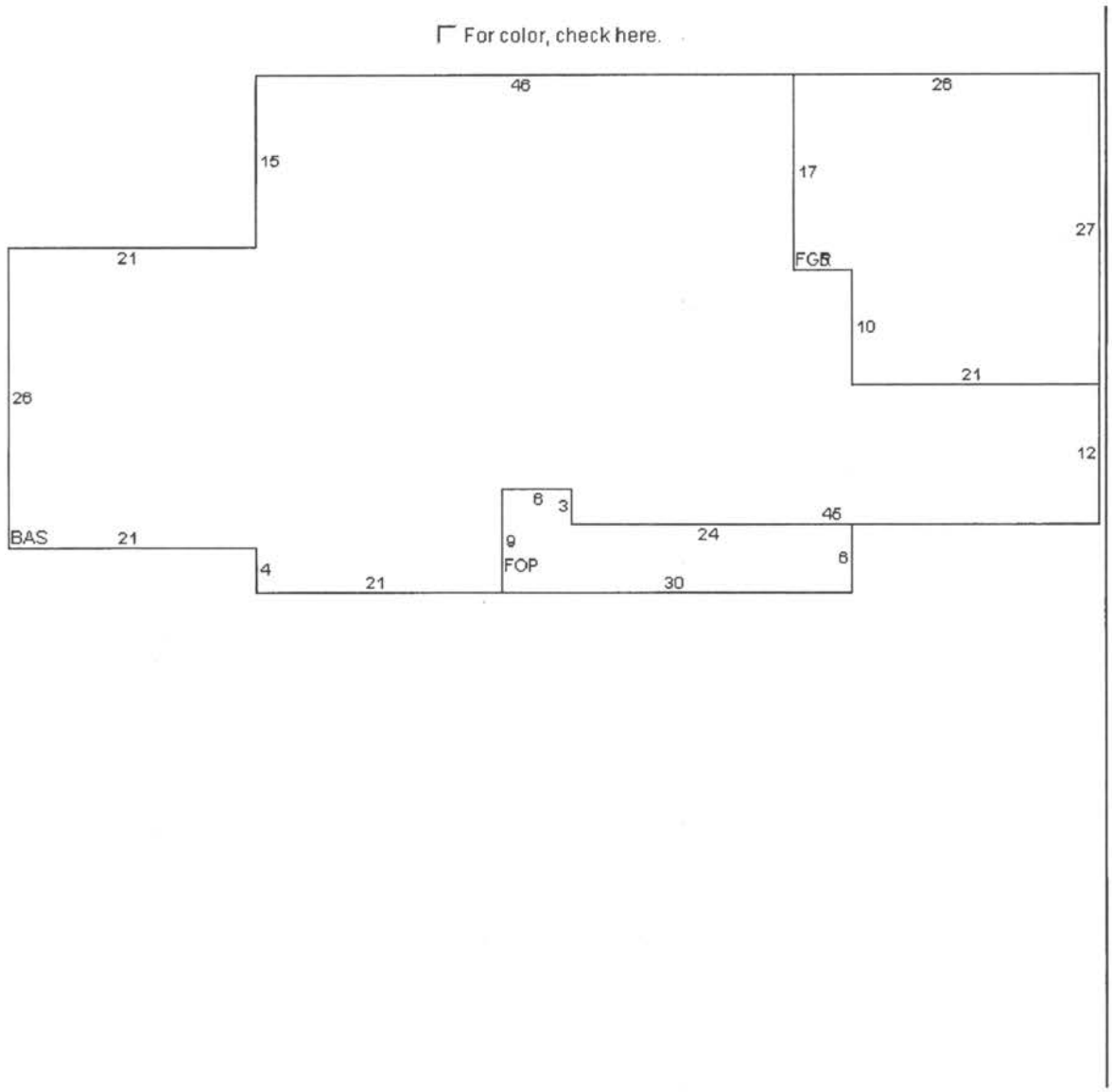
SWORN TO AND SUBSCRIBED BEFORE ME THIS 30 day of March, 2011, by Miranda Whitmer, who is personally known to me or produced _____ as identification.

Amy L. Abraham
Notary Public, State of Florida at Large

AMY L. ABRAHAM
Commission # DD 876886
Expires May 3, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

Search Date: 4/25/2011 at 2:41:53 PM - Data updated: 04/22/11

Parcel: 06656-627-003



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2629180 2 PG(S)
February 22, 2011 01:12:28 PM
Book 4015 Page 1961
J. K. IRBY Clerk Of Circuit Court
ALACHUA COUNTY, Florida

Doc Stamp-Deed $1,050.00

This Warranty Deed

Made the 18th day of February, 2011, by

J. HOLLEY TAYLOR, AS SUCCESSOR TRUSTEE OF THE AUDREY D. AND W. JAPE TAYLOR FAMILY TRUST, DATED SEPTEMBER 28, 2005; and WILLIAM JAPE TAYLOR, also known as W. JAPE TAYLOR, individually, unmarried, and as sole surviving spouse of Audrey D. Taylor, also known as Audrey Yvonne Taylor, Deceased,

whose post office address is
5745 S. W. 75th Street, #362, Gainesville, FL 32608-5504,
hereinafter called the grantor, to

KEITH WHITMER and MIRANDA WHITMER, husband and wife,

whose post office address is
500 N. W. 80th Boulevard, Gainesville, FL 32607-1531,
and whose social security numbers are
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Alachua County, Florida, viz:

Lot Twenty-seven C (27C), of A REPLAT OF LOTS 27B & 27C OF SUNNINGDALE, as per plat thereof recorded in Plat Book "H", Page 82, of the Public Records of Alachua County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2010, and except for covenants, easements and restrictions of record.

Property Appraisers Parcel Number(s): 06656-627-003

Grantor, J. Holley Taylor, warrants that the above described real property is not his homestead.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Diana E. Harris

Print Witness Name Diana E. Harris

Wayne P. Castello

Print Witness Name Wayne P. Castello

J. Holley Taylor L.S.
J. HOLLEY TAYLOR, AS SUCCESSOR TRUSTEE
OF THE AUDREY D. AND W. JAPE TAYLOR
FAMILY TRUST, DATED SEPTEMBER 28, 2005

William Jape Taylor
By J. Holley Taylor
his attorney-in-fact L.S.
WILLIAM JAPE TAYLOR,
also known as W. JAPE TAYLOR,
By J. HOLLEY TAYLOR, his Attorney-in-Fact

This Instrument Prepared by,
and return to:
WAYNE P. CASTELLO
ATTORNEY AT LAW
2772 NW 43 STREET, STE W
GAINESVILLE, FLORIDA 32606
w2.2011-60

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 18th day of February, 2011, by J. HOLLEY TAYLOR, AS SUCCESSOR TRUSTEE OF THE AUDREY D. AND W. JAPE TAYLOR FAMILY TRUST, DATED SEPTEMBER 28, 2005; and J. HOLLEY TAYLOR, as Attorney-in-Fact for WILLIAM JAPE TAYLOR, also known as W. JAPE TAYLOR, individually, unmarried, and as sole surviving spouse of Audrey D. Taylor, also known as Audrey Yvonne Taylor, Deceased, who is personally known to me or who has produced a Driver License as identification.

Diana E. Harris

Notary Public, State of Florida
My Commission expires:
My Commission number:

J.K. "Buddy" Irby, Clerk of the Circuit & County Court, Eighth Judicial Circuit of Florida, in and for Alachua County, hereby certifies this to be a true and correct copy of the document now of record in this office. Witness my hand and seal this 22 day of Feb 2011.
J.K. "Buddy" Irby, Clerk of the Circuit & County Court
By: Deputy Clerk

#7608

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

May 31, 2011

MEMORANDUM

To: Rob Avery
Public Works

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on May 25, 2011 & Received in Contracts May 31, 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.

SWEET DREAMS OF GAINESVILLE
License Agreement for use of Alachua County Fairgrounds
Term: May 21, 2011
Amount: $ 350.00 Facility Fee
$1,000.00 Refundable Deposit
Account: 128-4505-362.20-00 License Fee
128-0000-220.80-00 Deposit

Please forward the document to the vendor and keep a copy for your file. Thank you for your assistance.

Enclosure

cc: Finance & Accounting
Markisha Boykin
File

JDJ/jcp

P.O. Box 2877 ■ Gainesville, Florida 32602-2877 ■ Tel. (352) 374-5262 ■ Fax (352) 338-7362
1-800-491-4496 (toll free) ■ Suncom 651-5262 ■ TDD (352) 491-4430
E-Mail :omb@alachuacounty.us ■ Home Page: www.alachuacounty.us

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTI License Agreement for Sweet Dreams of Gainesville use of Alachua County Fairgrounds.

DEPARTMENT:	**RETURN TO**	**CONTACT:** Markisha Boykin
PW	Robert Avery	**PHONE** 352-264-6916

DOCUMENT(S) REQUIRING ACTION:	License Agreement for Use of Alachua County Fairgrounds	**AMOUNT: $1350.00 - Total** $1000 Deposit $350 Rental Fee

EXECUTIVE SUMMARY: Sweet Dreams of Gainesville is a for profit organization requesting to use the pole barn, grounds & parking lot for an educational truck show to display public safety concerns of large trucks to be held on May 21, 2011 at the Alachua County Fairgrounds.

BACKGROUND: The County Commission has approved the use of the Fairgrounds Facilities by user groups. User groups requesting use of the fairgrounds facilities will complete the Application for Use of Alachua County Fairgrounds, negotiate any special arrangements needed, and execute the County's standard license agreement that has been amended to suit the operational requirements of the Fairgrounds Facilities.

ISSUES: All user groups are responsible for their own pre-event setup and breakdown. The user group must return the Fairgrounds and facilities to the County under the same or better condition than received. User group shall pay a clean-up, damage, key and utility deposit at $1,000 at the time the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License Agreement.

ACTION

Recommendation: Approve Michael Manfredi of Sweet Dreams of Gainesville's use of the Alachua County pole barn, grounds & parking lot for an education truck show at the Alachua County Fairgrounds.

BUDGETARY IMPACT

Recommendation: Approve License Agreement for Michael Manfredi of Sweet Dreams of Gainesville for use of the Alachua County Fairgrounds.

Funding Sources: **Fairgrounds Management Fund 128**

Associated Costs None.

Account Code: 128-4505-362-20-00 Leasing Fee

128-0000-220-80-00 Deposit

ATTACHMENTS: License Agreement for Use of Alachua County Fairgrounds.

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
RA 5/5/11	JM	KR	RL	RHM	5/25/11

LICENSE AGREEMENT FOR USE OF ALACHUA COUNTY FAIRGROUNDS

THIS LICENSE AGREEMENT, made and entered into this 25th day of May, 2011, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Sweet Dreams of Gainesville ("Licensee");

WITNESSETH:

WHEREAS, Licensee is a Florida Corporation headquartered and doing business at 3437 W. University Ave Gainesville FL ; and

WHEREAS, Licensee desires to utilize all or a portion of the Alachua County Fairgrounds; and

WHEREAS, the County finds that this use would be beneficial to the County by allowing County residents to attend an event at the Fairgrounds; and

WHEREAS, the parties hereto desire to enter into a license agreement to establish rights and obligations with regard to the use of the Fairgrounds.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually covenant and agree as follows:

1. Effective Date. This license agreement shall be effective for dates and times as outlined in Exhibit A, until revoked as provided for herein.

2. Property. This license agreement is for the use of the property described in Exhibit A.

3. Use of Property. Licensee agrees to use the Property exclusively for the activities outlined in Exhibit A.

4. Payment. Licensee agrees to pay the County the sum of $ 350.00 as a flat rate license fee for the privilege of using the Property. Payment will be due to the County not later than 5 business days prior to the use period.

5. Grant. The County grants to Licensee the right to access and utilize the Property for the purposes set forth in Exhibit A.

6. Restrictions. Licensee shall adhere to the Alachua County Fairgrounds General Rules, Exhibit B.

7. Right of Assignment. Licensee shall not have the right to assign this license agreement without the written consent of the County.

8. Notices. All notices shall be in writing and sent to the County:

Alachua County
c/o County Manager's Office
12 SE 1st Street
Gainesville, Florida 32602

and to: (name and address as shown on Exhibit A)

A copy of any notice hereunder shall also be sent to:

Clerk of the Court
Alachua County Florida
Post Office Box 939
Gainesville, Florida 32602-939
Attn: Finance and Accounting

9. Indemnification. Licensee shall indemnify, save harmless and defend the County and all its agents, officials and employees from any and all claims, demands, actions or causes of action of every description brought against the County that arise from or in connection with the execution, performance, or exercise of any rights, privileges, or uses allowed or granted in this license agreement. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Licensee, its subcontractors or agents, then Licensee will defend such allegations through counsel chosen by the County. Furthermore, Licensee will pay all costs, fees and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this license agreement.

10. Insurance. The Licensee will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Exhibit C.

11. Termination. This License Agreement may be revoked at any time by the County Manager.

12. Permits . The Licensee will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. Laws & Regulations. Licensee will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Licensee is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Licensee is not familiar with state and local laws, ordinances, code rules and regulations, Licensee remains liable for any violation and all subsequent damages or fines.

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

15. Conflicts of Interest. Licensee warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. Licensee shall notify the County of any conflict of interest due to any other clients, contracts or property interest.

16. Severability Clause. This agreement does not create any relationship with or any rights in favor of any third party. If any provision of this agreement is declared void by court of law, all other provisions will remain in full force and effect.

17. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

18. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

19. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

20. Entire Agreement. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

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

ALACHUA COUNTY, FLORIDA

WITNESS:

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

_____
Alachua County Attorney

LICENSEE

By: _____

Print: Michael Manfredi

Title: owner

NOTARY

Dated this 19 day of April, 2011.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 19 day of April, 2011, by Michael manfredi, who is personally known to me/ produced Driver License as identification.

_____
Notary Public, State of Florida at Large
My Commission expires:

DEANNE M. WILLIAMS
Commission # DD 850506
Expires January 11, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A
APPLICATION FOR USE OF ALACHUA COUNTY FAIRGROUNDS

Alachua County Manager's Office
12 SE 1st Street
Gainesville, FL 32601

PLEASE PRINT OR TYPE

NAME OF APPLICANT Michael Manfredi **DATE** 4-19-11

ORGANIZATION/COMPANY Sweet Dreams of Gainesville ***PROFIT/NON-PROFIT*** (Circle one)

ADDRESS 3437 W. University Ave **CITY** Gainesville FL

STATE FL **ZIP** 32607 **TELEPHONE** (352) 378-0532

EVENT DETAILS

Event Dates May 21 Event Type Truck of Trucks

Please provide contact information for event details:
Name: Michael Manfredi
Phone Number: 352-378-0532

Are you a non-profit? Yes _____ No X

Event Description (sufficient to determine the potential impact to the facility and security needs):
One day Truck show to disperse information about safety and the unique ability of each vehicle.

FACILITIES REQUESTED

_____ EXHIBITION BUILDING & PARKING LOT
_____ EXHIBITION BUILDING, POLE BARN, GROUNDS & PARKING LOT
X POLE BARN, GROUNDS & PARKING LOT

Will alcohol be available served?	Yes____	No X
Will the activity be open to the public?	Yes X	No____
Will admission be charged?	Yes____	No X

Will there be special equipment or use of any hazardous materials? Yes____ No X

The number of participants that will attend 2500-00
The number of staff members that will be on hand 100.

FEE SCHEDULE

BUILDING ONLY (25,000) Square feet) Ample parking included.	$850.00 per day $1,550.00 week-end
GROUNDS AND POLE BARN Ample parking included.	$700.00 per day $1,000.00 week-end
BUILDING, POLE BARN & GROUND Ample parking included.	$1,550.00 per day $2,250.00 week-end
INTIAL SITE PLANT REVIEW AND INSPECTION BY FIRE MARSHAL	$90.00

Note: Any building rentals that use the grounds for vendors, camping, etc. will be charged for both building and grounds according to the fee schedule.

RENTAL AMOUNT

Facility Fee $350.00

Miscellaneous _____ Damage Deposit $1000.00

Total Rental $350.00

APPLICATION PROCESS

1. Decide on date(s) for event and contact the County Manager's Office to make sure dates are available.

2. Complete application with all necessary attachments and fee deposits must be submitted no later than 3 weeks prior to the event. Attachments should include the agreements, the completed application, insurance certificate with minimum requirements and the following, as applicable:

    a. Any requests to use the exhibition building must be accompanied by a plan to show how the space would be used (location of tables, booths, stage, equipment, etc.).
    b. Any requests to use the grounds or pole barn must be accompanied by a site plan that includes the location of equipments, vehicles, structures including tents and any other information necessary to show how the grounds will be used.

3. The application will be forwarded by the County Manager's Office to the Alachua County Sheriff's Office to determine security needs. The Sheriff's Office will provide security as necessary, for all events. If a security plan is required the applicant will be responsible for coordination with the Sheriff's Office. As it deems necessary the Sheriff's Office will coordinate security planning with the Gainesville Police Department. The event will not be allowed to proceed unless the County Manager's Office has received confirmation from the Sheriff's Office that an adequate security plan has been approved and payment has been received by the Sheriff's Office to defray the cost for security. Events conducted by the City of Gainesville may be exempted from this requirement provided that documentation is submitted confirming that the Gainesville Police Department will be responsible for security.

4. The application will also be forwarded from the County Manager's Office to the Alachua County Fire Marshal. The applicant is responsible for meeting all applicable provisions of the fire code.

5. The applicant is responsible for making arrangements with the Alachua County Codes Enforcement Office to determine and comply with all other permit requirements.

6. At least five days prior to the event the applicant is responsible for paying any remaining balance of the facility rental fee, a $1000 clean-up, damage, key and utility deposit and all

necessary permit fees. The County Manager reserves the right to cancel the booking if the fees are not paid in accordance with the schedule or if confirmation has not been received from the Sheriff's Office, the Fire Marshal, and the County Codes Enforcement Office and, when applicable, the Gainesville Police Department that their requirements have been met.

NOTE: THE APPLICANT IS REQUIRED TO CONTACT THE FACILITIES DIVISION TO COORDINATE ACCESS; SET UP AND CLEAN UP ARRANGEMENTS OF THE FACILITY.

TERMS AND CONDITIONS

1. Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit and refund the balance after the necessary repairs or clean up has been made.

2. Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

3. Applicant shall provide a certificate of insurance with the Alachua County Board of County Commissioners named as co-insured. Applicant shall follow insurance requirements as set forth in Exhibit C to the License Agreement for Use of Alachua County Fairgrounds.

(NOTE): THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT, DISPLAYS, PERSONAL ITEMS OR ANY OTHER ITEMS LOST OR DAMAGED DUE TO FIRE, THEFT OR ANY OTHER CAUSES FOR LOSS.

4. No electrical wiring is to be done on the Fairgrounds without prior permission of the Alachua County Manager's Office.

5. The applicant shall be responsible for any and all damage or injury to any person or property and shall indemnify and hold harmless the Alachua County Board of County Commissioners, their officers or agents against any and all claims, demands and causes of action whatsoever arising from use of the facility, as further set forth in the License Agreement.

6. The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely **NO SMOKING** inside the exhibition building.

7. Discharge of firearms and cutting of trees is strictly prohibited.

8. Alcoholic beverages are permitted on the Fairground's property with prior approval by the County Manager.

9. Alachua County retains the right to charge for parking and/or camping in accordance to your event.

10. Facility Contracts are non-transferable.

11. One half day will be allotted prior to your event for set-up and one half day after for cleanup. There will be an additional fee if any more time is needed in accordance with the fee schedule.

12. N.S.F. or returned checks will be charged $40.00 per check.

13. The Alachua County Manager's Office reserves the right to cancel any contract with full refund of any and all monies paid toward rental.

PLEASE SIGN AND NOTARIZE THE LICENSE AGREEMENT, PAGE 4, TO COMPLETE YOUR APPLICATION.

Please complete this rental contract and return two signed copies to this office with your check made payable to the Alachua County Board of County Commissioners. Your copy will be returned to you after approval.

EXHIBIT B
Alachua County Fairgrounds

General Rules

In the following information, the "Alachua County Fairgrounds" will be referred to as the "Fairgrounds". The Alachua County Fairgrounds operates under the management of the Alachua County Manager's Office and direction of the Alachua County Board of County Commissioners.

The County Manager shall arbitrate the following Special Conditions:

- Facility fees may be waived or reduced for "Educational" or "Not-For-Profits" (501C-3) events, as defined by the County Manager on an individual event basis.
- The Fairgrounds shall be made available for a period of four (4) consecutive weeks for use by the Alachua County Youth Fair with no rental charge to the Alachua County Youth Fair. The four-week period set out herein shall be determined by the County Manager's Office communicating with the Director of the Alachua County Agricultural Extension Service to ascertain the precise dates when the Fairgrounds are to be made available. Any expenses for the utilities associated with the Alachua County Youth Fair shall be paid by the Alachua County Youth Fair.
- For events that last more then one weekend or are recurring annual, monthly, or weekly events, agreements and facility fees can be negotiated.
- Unless an event has secured the entire facility, there may be times when multiple events are scheduled on the Fairgrounds. The County Manager's Office reserves the right to schedule multiple events without compensation to involved parties.
- ABSOLUTELY no modifications to existing grounds, buildings, or equipment will be made without prior written approval of the County Manager's Office. If prior approval has been given for such modifications, any and all modifications will be returned to its original or better condition.
- Any member of the County Manager's Office or County Facilities Management Division may move in, out, on, or about the entire facility while conducting his or her official duties.
- Users shall adhere to all signs and postings i.e. "No Parking", "All Dogs on Leash", etc.

Fairgrounds Bookings

- The County Manager reserves the right to deny any bookings that may present a safety hazard to persons or property or may damage the site. In the event any federal, state, or local laws have been violated by the user group at the Fairgrounds, the County Manager reserves the right to cancel or delay any scheduled event without restitution to that event and deny future application.

- The applicant is responsible for complying with all applicable City, County, State and Federal laws and regulations that apply to the specific activity of the applicant. There is to be absolutely NO SMOKING inside the exhibit building.

- Discharge of firearms and cutting of trees of strictly prohibited.

Payment Schedules

- User group shall pay a non-refundable deposit of fifty percent (50%) of the total fee and the $90.00 Site Plan Review and Inspection fee (Fire Marshal) upon signing the license agreement ("license") to reserve requested date(s). Unless other arrangements have been made, the remainder of the basic fee and ground fees and other charges are due five days before the facility is turned over to the user group. License must be signed and delivered to the County Manager's Office before any booking is guaranteed.

- User group shall pay a clean-up, damage, key and utility deposit of $1,000 five days before the facility is turned over to the user group. The deposit will be refunded within thirty days following the event if user has complied with all terms of the License.

Pre-Event Setup and Post-Event Cleanup

- One half day will be allotted prior to your event for set-up and one half day after your event for cleanup.

- All user groups are responsible for their own pre-event setup and breakdown. It is not the responsibility of County staff to direct, conduct, manage, or set-up for your scheduled event.

- It is the responsibility of the user group to collect trash, garbage, etc. and clean all areas used during the scheduled event. The user group(s) WILL be billed for any cleaning required by County staff. Under normal circumstances, County Facilities Management will neatly maintain the Fairgrounds.

- The user group will return the Fairgrounds and facilities to the County under the same or better condition than received. By the end of the business day following the scheduled event, all clean-up of facilities must be completed.

Improvements

- Unless otherwise provided by written agreement, the cost of any improvement(s), permanent or temporary, made on or to the Fairgrounds by any user group or individuals shall not be deducted from any past or future rental fee(s) due the County. Any improvement made permanent becomes property of the County and shall be utilized or maintained at the discretion of the County Manager's Office.

Refunds

- Refunds on booking fees will be given, only if the County Manager's Office has been notified in writing 30 days prior to the scheduled event starting date. The County reserves

the right to cancel or reschedule any event without compensation to the cancelled or rescheduled event organizers. If the County cancels an event and no rescheduling date is agreed upon, a full refund will be issued to the user group.

Maintenance and Cleaning Services

- Upon completion of the activity the facility and adjacent area must be clear, orderly and free of any obstruction or litter. Inspection of the facility will be made immediately following the event. If there is damage or additional clean up is needed, Alachua County reserves the right to use your damage and clean-up deposit to make repairs or clean up.

- Should the user group request that a County Facilities Management Division employee be present on the Fairgrounds during a scheduled event, the user group will be charged the appropriate hourly rate for the employee.

- **For any event lasting more than two (2) days, the Licensee must:**
    - Insure that all of the restrooms are cleaned daily and provide the necessary bathroom items (toilet paper, hand soap, hand towels) for the duration of the event.

    - Empty trash cans daily and replace with new trash liners. If users deem it necessary to have a dumpster on the grounds for the event, make the necessary arrangements with a waste company to provide hauling and be billed directly.

    - Licensee can contact County Facilities Management for the suppliers name and telephone number to order replacements for the items listed above. It is recommended that the user hire, or appoint, a "restroom attendant" to assume this responsibility.

- **Additional Charges:**
    - If keys are returned after the event and the lights are left on in the building, bathrooms, or pole barn or if fans are left on there will be an additional charge of **$400**.

    - Additional charge of **$300** if building or grounds are not cleaned up after event.

    - Additional charge of **$160** if bathrooms are not cleaned up after event.

Alcohol

- Alcohol beverages will be permitted on the Fairground's property with prior approval by the County Manager. User groups may utilize banners, signage or advertisement of companies that do sell or endorse alcoholic products.

Animals

- A written notice of all events involving animals will be provided to the Alachua County Division of Animal Services at least 2 days prior to the event. Any fees incurred shall be responsibility of the pet's owner.

- Users shall maintain a list consisting of the names, phone numbers, and addresses of all persons owning animals on the premises. If the possessor of the animal on the premises is not the owner, then the preceding information shall also be provided for the possessor. The quantity and type of each animal shall also be listed.

- All pets shall be on a physical restraint, i.e. leash, at all times while on the Fairgrounds. Only those pets directly related to an event, i.e. dog show, horse show, and approved by the County Manager's Office shall be exempt.

- Pet owners are to pick up all pet waste and deposit in the provided pet waste containers or trash receptacles.

Equipment Storage

- Due to a limited amount of storage space, unless otherwise approved in writing by the County Manager, no equipment, supplies, materials or any items belonging to a user group will be stored on the Fairgrounds. If such items are left on the Fairgrounds, without prior approval, Facilities Management shall dispose of such, with no restitution to the owner(s) of disposed items. All items stored and/or left on the grounds, prior approval or not, shall still be the responsibility of the owner and not that of Alachua County, (i.e. damage, theft etc.).

- If approval has been given for storage, one key to ANY and ALL locks installed by a user group for their storage shall be provided to Facilities Management and maintained appropriately. Failure to provide a key will result in removal of the lock. (This is due to any unforeseen emergency.)

Permits, Licenses and Inspections

- Any and all required Permits, Licenses, and Inspections for any event will be the sole responsibility of the event organizers. The County reserves the right to deny, cancel or delay any event that does not obtain permits, licenses, or proper inspections.

Banners, Signs and Advertising

- Any signage pertaining to the event that will be placed in the unincorporated areas of Alachua County must first be approved through Alachua County Growth Management.

- Please contact any Municipality within Alachua County (Alachua, Archer, Gainesville, Hawthorne, High Springs, Lacrosse, Micanopy, Newberry, Waldo) within which signage pertaining to the event that will be placed for its approval and/or permit process. The Alachua County Fairgrounds is located in the City of Gainesville. Signage placed on the actual Fairgrounds must be approved and/or permitted by the City of Gainesville.

- BE ADVISED that bandit signs are not lawful anywhere within the unincorporated areas of Alachua County or any of its municipalities. The applicant is responsible for ensuring that bandit signs pertaining to the event are not placed anywhere in such areas. Should bandit signs pertaining to the event be placed anywhere within such area, the County reserves the right to deny, cancel or delay the event without refund, damages or restitution to the applicant.

Security, Parking, Rescue and First Aid

- A parking and security plan may be required for certain events when it is determined by the Alachua County Sheriff's Office or County Manager to be in the best interest of the public. Contact the Alachua County Sheriff's Office for arrangements and costs.

- A County Rescue Unit may be available with proper notice. The user group shall be responsible for all costs of the unit and personnel to operate the unit. This will be required for all Major Events. It will be the responsibility of the user group to contact Alachua County Public Safety for scheduling, rates, and availability.

EXHIBIT C

INSURANCE REQUIREMENTS
Alachua County Fair Grounds
Licensee's Ins.

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $100,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may chose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I **Commercial General Liability Coverages**

a. **The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects**: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. **The Licensee's insurance coverage shall be primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

II **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

III **All Coverages**

The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

Certificate Holder: Alachua County Board of County Commissioners
c/o Risk Management
P.O. Box 1467
Gainesville, Florida 32602

Affidavit

Licensees not meeting the definitions of "Employment" under Florida's Workers' Compensation Statute 440.02 (b) 2

I hereby certify that as an employer outside the construction industry with fewer than four (4) employees, I understand and acknowledge that by choosing not to purchase Worker's Compensation and Employers Liability Insurance as permitted by Florida Statute 440.04, Waiver of Exemption, I assume liability under Common Law Tort Liability for injuries sustained by my employees while working within the scope of their employment.

I also agree, to the maximum extent permitted by Florida Law, I shall indemnify, save and hold harmless Alachua County and all of its agents and employees of and from all claims, demands, actions or causes of action of whatsoever nature or character, to include workers compensation action over claims arising out of, or by reason of, the use of the County Fairgrounds. I further agree to defend, at my sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim or whatsoever arising hereunder. The terms and provision of this paragraph shall survive the termination of this Agreement subject to applicable statutes of limitations.

Signature of Licensee

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/2/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cynthia Forti	
Three Rivers Insurance of Alachua, LLC 630 N.E. Santa Fe Blvd High Springs FL 32655	PHONE (A/C, No, Ext): (386) 454-1642	FAX (A/C, No): (386) 454-4070
	E-MAIL ADDRESS: cindyf@bsitri.com	
	PRODUCER CUSTOMER ID #: 00007264	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mount Vernon Fire Insurance	
INSURER B: Old Dominion Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Sweet Dreams of Gainesville, Inc.
3437 W. University Avenue
Gainesville FL 32607

COVERAGES **CERTIFICATE NUMBER:** CL1142901471 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		CL2596096	5/21/2011	5/21/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ included
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BPG4594C	02/08/2011	02/08/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as an addtional insured with respect to General Liability.
Location: 3100 NE 39th Street, Gainesville, FL 32609
Special Event: Truck Show at the Alachua County Fair Grounds

CERTIFICATE HOLDER

(352) 338-7363

Alachua County Board of County Commission
c/o Risk Management
Attention: Markisha Boykin
P O BOX 1467
Gainesville, FL 32602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cynthia Forti/CINDY Cynthia B. Forti

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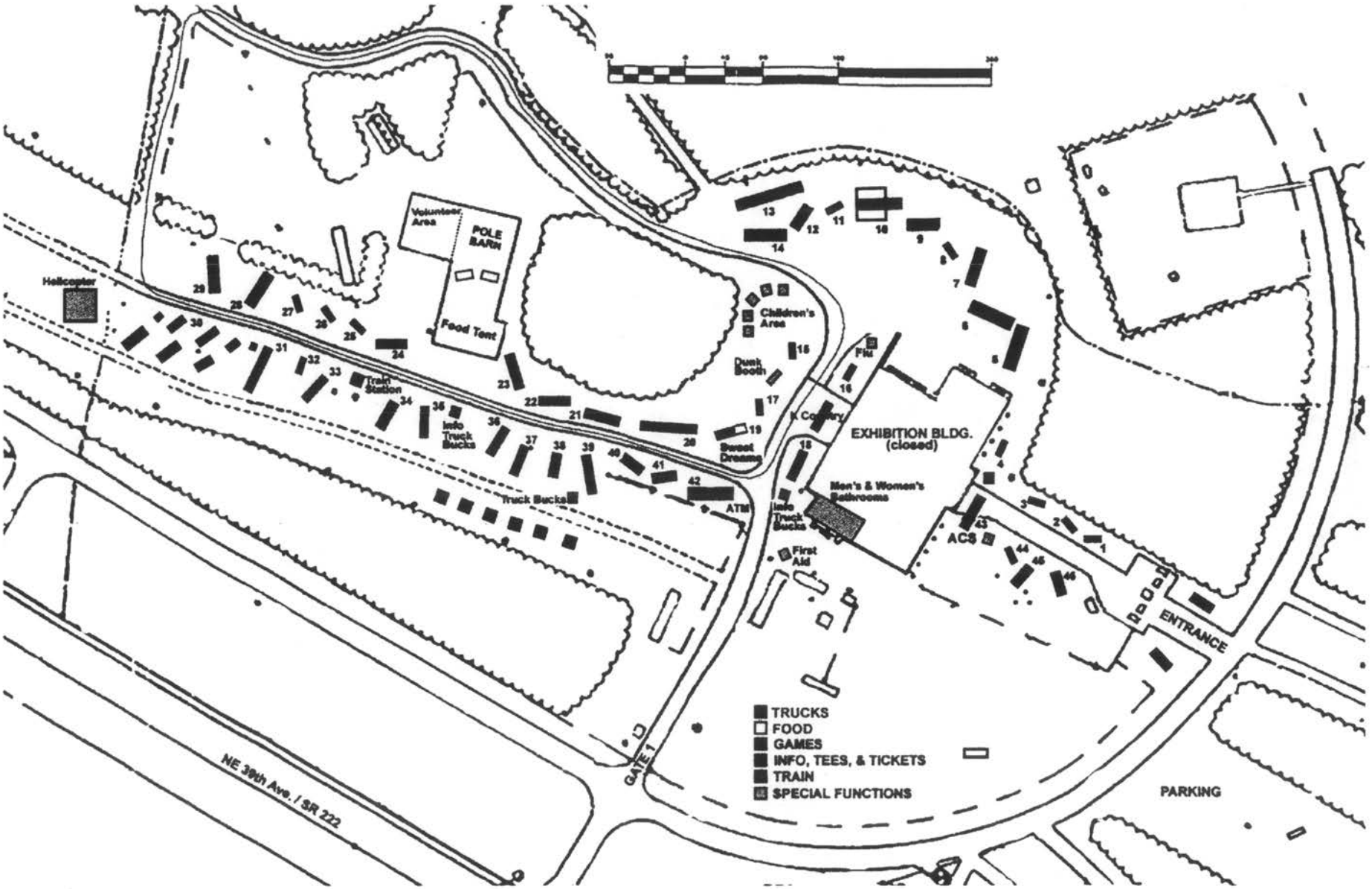
Volunteer Area
POLE BARN
Food Tent
Helicopter
Children's Area
Dunk Booth
Train Station
Info Truck Bucks
Sweet Dreams
Truck Bucks
ATM
EXHIBITION BLDG. (closed)
Men's & Women's Bathrooms
Info Truck Bucks
First Aid
ACS
ENTRANCE
PARKING
GATE 1
NE 39th Ave. / SR 222
TRUCKS
FOOD
GAMES
INFO, TEES, & TICKETS
TRAIN
SPECIAL FUNCTIONS

MAY 03 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 CourtServices, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's Representative: Charles Kelley, Town Administrator, Town of Micanopy

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: 5/4/11

SUPERVISING AGENCY:

by: _____

Title: Town Administrator
Town of Micanopy

Address: 706 NE Cholokka Blvd
PO Box 137, Micanopy, FL 32667

Phone: 352-466-3121

Date: 01 APRIL 2011

MAY 02 2011

MEMORANDUM OF UNDERSTANDING FOR ALACHUA COUNTY COMMUNITY SERVICE PROGRAM

BETWEEN

Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Sponsor," for and on behalf of the Alachua County Department of Court Services, Sentencing Alternatives, Community Service Program.

Sponsor's Representative: Larry McDaniel
Manager, Division of Sentencing Alternatives

AND

hereinafter referred to as the "Supervising Agency."

Supervising Agency's Representative: WEIRE FOR JESUS CHRISTIAN CENTER INC PASTOR NEWTON R. WILLIAMSON JR

THIS IS AN UNDERSTANDING AS TO RIGHTS AND RESPONSIBILITIES ON THE PART OF THE SPONSOR OF THE ALACHUA COUNTY COMMUNITY SERVICE PROGRAM AND THE SUPERVISING AGENCY.

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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.

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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: 5/4/11

SUPERVISING AGENCY:

by: NEWTON R WILLIAMSON SR

Title: PASTOR
WELLE FOR JESUS CHRISTIAN CENTER

Address: 2222 NW 6th ST
GAINESVILLE FL 32609

Phone: 352-226-2973

Date: 04-01-11

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 16th day of May, 2011 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Christ Central Alachua, 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
    John Mark Johns
    Tina Johns
    Harry Dillard

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: John Mark Johns

Title: President / Pastor

Date: 5/16/11

Tax ID Number: _____

Attest or Witness

By: Harry C Dillard

Print: Harry Dillard

Title: Officer

Date: 5/16/11

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 C

GRANTS NETWORK SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for _____
Name of Organization or Affiliation

Christ Central Alachua
NAME

14906 Main Street, Alachua Fl 32615
ADDRESS

386-418-8185
PHONE

info@ccalachua.com
EMAIL

HTTP:// www.ccalachua.com
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: _____

PLEASE PRINT NEATLY

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	John Mark Johns	President / Pastor	Jmark@ccalachua.com
2	Tina Johns	Vice President / Pastor	Tina@ccalachua.com
3	Jay Porter	Officer / Youth Pastor	Jay@ccalachua.com
4	Caley Porter	Officer / Youth Pastor	Caley05@ccalachua.com
5	Harry Dillard	Officer / SMLT	dillardhc@hotmail.com

USE ADDITIONAL PAGES OR ATTACH A SEPARATE LIST IF NEEDED

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

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

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 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

Witness to Ms. Gable

ALACHUA COUNTY

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: John Black Johns
Title:
Date: 5/16/11

Attest or Witness

By:
Print: Harry C Dillard
Title: OFFICER
Date: 5/16/11

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 14th day of May, 2011 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY" and Congregation B'nai Israel, 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
    Erin Lang
    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.

Witness to Ms. Gable

ALACHUA COUNTY

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: Erin Lang

Print: Erin Lang

Title: Executive Director

Date: 4/29/11

Tax ID Number: 59-1592633

Attest or Witness

By: Scott Tomar

Print: Scott Tomar

Title: President

Date: 05/15/11

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

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 Congregation B'nai Israel
Name of Organization or Affiliation

Erin Lang
NAME

3830 NW 16th Blvd., Gvl. FL 32605
ADDRESS

352-376-1508
PHONE

erin@bnaigainesville.com
EMAIL

HTTP:// www.bnaigainesville.com
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: _____

PLEASE PRINT NEATLY

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	Erin Lang	Executive Director	erin@bnaigainesville.com 352-376-1508 x103
2	David Greenberg	consultant	david@greenbergcommunications.com 352-338-9978
3			
4			
5			

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: Erin Lang

Print: Erin Lang

Title: Executive Director

Date: 4/29/11

Attest or Witness

By: Scott Tomar

Print: Scott Tomar

Title: President

Date: 05/15/11

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: Erin Laney

Advisory Board/Commission Name

_____

Term Expiration: _____

Date: _____

Attest or Witness

By: _____

Print: _____

Title: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
Grant Network Access

This memorandum of understanding entered in to this 14th day of MAI, 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 CHILDREN BEYOND OUR BORDERS 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
    PRIYA RUDRADAS
    PROGRAM MANAGER
    CHILDREN BEYOND OUR BORDERS

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

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: PRIYA SUBRAMANI

Title: PROGRAM MANAGER

Date: 05/04/2011

Tax ID Number: 20-8570884

Attest or Witness

By: _____

Print: Angélica Suárez

Title: Founder - Executive Director

Date: 05-04-2011

ATTACHMENT C

GRANTS NETWORK SIGN-UP SHEET

PLEASE PRINT

Contact (If Applicable) for CHILDREN BEYOND OUR BORDERS
Name of Organization or Affiliation

PRIYA RUNGADAS
NAME

5121 NW 55th STREET, GAINESVILLE, FL 32653 OR 530 W UNIVERSITY AVE, CED BUILDING, GAINESVILLE, 32601
ADDRESS

352-871-1767
PHONE

priyar@cbbb.org
EMAIL

HTTP:// cbbb.org
ADDRESS OF ORGANIZATIONS' HOME PAGE

TOTAL NUMBER OF LOGINS REQUESTED: _____

PLEASE PRINT NEATLY

	NAME	TITLE/POSITION	EMAIL AND ADDRESS/TELEPHONE
1	ANGELICA SUAREZ	EXECUTIVE DIRECTOR	angelica.suarez@cbbb.org
2	PRIYA RUNGADAS	PROGRAM MANAGER	priyar@cbbb.org
3			
4			
5			

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: PRIYA RADHAKRISHNAN

Title: PROGRAM MANAGER

Date: 05/04/2011

Attest or Witness

By: _____

Print: Angelica Suarez

Title: Executive Director - Founder

Date: 05-04-2011

July 12, 2011 Regular BoCC Meeting
Agenda Item #30

Title
FY10 Annual Report of the Alachua County Citizens Disability Advisory Committee (Amended)

Amount
N/A

Description
FY10 Annual Report of the Alachua County Citizens Disability Advisory Committee

Recommendation
Accept the FY10 Annual Report of the Alachua County Citizens Disability Advisory Committee

Alternative(s)
N/A

Requested By
Jacqueline A. Chung, Equal Opportunity Manager

Originating Department
Administrative Services Department, Equal Opportunity Division

Attachment(s) Description
FY10 Annual Report of the Alachua County Citizens Disability Advisory Committee

Documents Requiring Action
N/A

Executive Summary
N/A

Background
The Alachua County Disability Accessibility Program was adopted by the Board of County Commissioners in 1984 to ensure equal access for persons with disabilities to County programs, services and employment.

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: CDAC FY10 Annual Report.pdf

Alachua County Citizens Disability Advisory Committee
FY10 Annual Report

Background

Alachua County Disability Accessibility Program was adopted by the Board of County Commissioners in 1984 to ensure equal access for persons with disabilities to County programs, services and employment. The program includes the posting of non-discrimination notices, grievance process and a citizen advisory group whose membership represent a broad range of disabilities. Title II of the Americans with Disabilities Act (ADA) requires state and local governments to ensure that the needs of persons with disabilities are addressed in the programs and services they provide. The Citizens Disability Advisory Committee (CDAC) assists the Equal Opportunity Manager/ADA Coordinator in reviewing the accessibility of Alachua County employment, programs, services and facilities. The committee meets as needed.

CDAC Workplan

The CDAC reviews new construction and renovations of county facilities to identify any barriers to access and propose corrective action. Facilities staff meets as needed with the committee to discuss proposed renovation/construction projects and review the accessible elements of the design plans.

Accommodation Request

In June 2010, the Equal Opportunity Office (EO) received a citizen request for assistance for persons who are blind or visually impaired, when they visit the County Administration Building. A courtesy phone was installed in the lobby of the Communications Office on the first floor, with appropriate signage in English and Braille both on the door and by the phone. The phone rings automatically to the front desk of the County Manager/County Commission Office and the caller can request escort assistance to the meeting room or office they wish to visit. BOCC and Constitutional Offices located in the Administration Building were made aware of the plan. The accommodation was tested and approved by members of the Alachua County Council of the Blind and has been used several times in the past year.

Education and Outreach

Public awareness and education are important goals of the CDAC. On July 13, 2010, the County Commission proclaimed July as Disability Awareness Month in Alachua County. County Facilities Management, Parks and Transportation staff received training on accessibility issues regarding road construction, public right-of-way, site design, buildings and parks. The training was provided by Florida Department of Transportation. On July 22, 2010, the EO Office and CDAC presented the 6th Annual ADA Expo Celebration, in partnership with the City of Gainesville Equal Opportunity Office, the

Center for Independent Living and the Alachua County School Board, at the Sidney Lanier Center. MV Transportation, Inc. provided free accessible transportation to persons with special needs. 21 vendors and service providers displayed the latest assistive technology devices, and provided information on health, accessibility, accommodation, employability and quality of life. Over 175 people participated in this annual disability awareness event and the feedback was very positive. In October of 2010, EO participated in a 2-day Agency for Persons with Disabilities and Green Group Homes workshop designed to bring service providers, community leaders and stakeholders a greater awareness of Gainesville community and the experiences of people who live here, with a focus on persons with disabilities. There were 28 contacts for this event.

The CDAC remains committed to raising awareness of accessibility issues and promoting effective accommodations in all areas of public concern.

Respectfully Submitted,

Alachua County Citizens Disability Advisory Committee

July 12, 2011 Regular BoCC Meeting
Agenda Item #31

Title
For information purposes only. Copy of Purchase Order 111317 and Change Order 1 for inclusion into the Board's minutes. (Amended)

Amount
$58,215.90

Description
"FOR INFORMATION ONLY" Purchase Order 111317 and Change Order 1 issued to Tower Systems South, Inc., for decommissioning and disposal of 305' tower and associated tower components.

Recommendation
Accept the report of the emergency purchase for decommissioning and disposal of 305' tower and include a copy of the emergency Purchase Order 111317 and Change Order 1 in the Board minutes.

Alternative(s)
That the Board disapprove the emergency purchase and change order.

Requested By
Ed Bailey/Larry M. Sapp

Originating Department
Public Safety/Purchasing

Attachment(s) Description
Copy of Puchase Order and Change Order 1.

Documents Requiring Action
none

Executive Summary
That the Board accept the Emergency issuance of Purchase Order 111317 and Change Order 1, issued to Tower Systems South, Inc.

Background
The Public Works tower was constructed in 1971 and is currently deemed unsafe to climb by tower repair companies. The tower cannot be repaired as the steel cross beams and vertical sections are too corroded for salvage or refurbishment.

Issues
The tower currently has no working anti-collision lights and notices to the FAA are made by the Fire-Rescue Communications Section Chief every 14 days. Additionally, the tower has the potential of sudden collapse during inclement weather associated with strong winds. To mitigate the County's liability exposure, both the County Attorney's Office and the Risk Manager recommend immediate demolition of the tower. The Public Works staff wishes for the tower demolition to begin and conclude on a day in which the Public Works facility is closed for business. For this reason, an additional cost has been added to the price by the vendor to cover the cost for after hours and weekend crane operations.

Fiscal Recommendation
Sufficient funds exist

Fiscal Alternative(s)
n/a

Funding Sources
General Fund, MSTU-FIRE PROTECTION SVCS

Account Code(s)
001-5450-526.31-93, 011-5480-522.31-93

Attachment: 111317CO.pdf
Attachment: 111317PO.pdf

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111317

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	5/26/2011
REQ. NUMBER	
BID NUMBER	
BUYER	CHRISTY WINTERS,
ACCOUNT NO.	SEE BELOW
VENDOR NO.	1004083

VENDOR

VENDOR I.D. #

TOWER SYSTEMS SOUTH, INC.
3075 N. FORSYTH ROAD
WINTER PARK FL 32792

SHIP TO

ALACHUA COUNTY
FIRE RESCUE SERVICES
DEPT OF PUBLIC SAFETY
913 SE 5TH STREET
GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1			DECOMMISSIONING AND DISPOSAL OF 305' TOWER AND ASSOCIATED TOWER COMPONENTS FOR ALACHUA COUNTY DEPARTMENT OF PUBLIC SAFETY.	1.00	EA	52943.4000	52943.40

*

* * * EMERGENCY PURCHASE ORDER * * *

*

SITE ADDRESS: 5620 NW 120TH LANE
HAGUE COMPOUND
GAINESVILLE FL

*

SEE ATTACHED PROPOSAL DATED 5/19/11
#Q11-5894-R2

*

ALACHUA COUNTY CONTACT AND

DEPT CONTACT: TJ Joyner @
P: 352.384.3126
F: 352.384.3136

REMIT INVOICE(S) TO:
ALACHUA COUNTY DEPARTMENT OF PUBLIC SAFETY
ATTN: ACCOUNTS PAYABLE
PO BOX 548
GAINESVILLE, FL 32602
P: 352.384.3125

*

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

1.11

DATE APPROVED

FILE COPY NO. 1

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

** CONTINUED **

NO.	111317
ORDER DATE	5/26/2011
REQ. NUMBER	
BID NUMBER	
BUYER	CHRISTY WINTERS,
ACCOUNT NO.	SEE BELOW
VENDOR NO.	1004083

VENDOR	SHIP TO
VENDOR I.D. #	
TOWER SYSTEMS SOUTH, INC.	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1			DECOMMISSIONING AND DISPOSAL OF FINAL COMPLETION MEANS: THE HAGUE TOWER IS DISMANTLED AND REMOVED FROM THE PROPERTY WITH NO DAMAGE TO ANY SURROUNDING REAL OR PERSONAL PROPERTY OWNED BY THE COUNTY OR THIRD PARTIES. COUNTY WILL ISSUE A NOTICE OF FINAL COMPLETION. IN THE EVENT THAT THERE IS DAMAGE TO PROPERTY THEN FINAL COMPLETION MEANS WHEN ALL LIABILITY CLAIMS ARISING OUT OF THE DAMAGE HAVE BEEN SETTLED. * PRICING INCLUDES ANY PERMITS				
						TOTAL	52943.40

REMARKS:

DEPT CONTACT: TJ Joyner @
P: 352.384.3126
F: 352.384.3136

REMIT INVOICE(S) TO:
ALACHUA COUNTY DEPARTMENT OF PUBLIC SAFETY
ATTN: ACCOUNTS PAYABLE
PO BOX 548
GAINESVILLE, FL 32602
P: 352.384.3125

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

5/26/11
DATE APPROVED

FILE COPY NO. 1

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111317

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

** CONTINUED **

ORDER DATE	5/26/2011
REQ. NUMBER	
BID NUMBER	
BUYER	CHRISTY WINTERS,
ACCOUNT NO.	SEE BELOW
VENDOR NO.	1004083

VENDOR	SHIP TO
VENDOR I.D. #	
TOWER SYSTEMS SOUTH, INC.	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			REQ. NO. DATE ACCOUNT NO. PROJECT			AMOUNT	
			0000056159 4/20/2011 00154505263193 W/EM/PO/11/FS/TJJ			26471.70	
			0000056159 4/20/2011 01154805223193 W/EM/PO/11/FS/TJJ			26471.70	

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

6/2/11
DATE APPROVED

FILE COPY NO. 1

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111317

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	5/26/2011
REQ. NUMBER	
BID NUMBER	
BUYER	CHRISTY WINTERS, SEE BELOW
ACCOUNT NO.	
VENDOR NO.	1004083

CHANGE NO.: 1
DATE: 6/14/2011

VENDOR I.D. #

TOWER SYSTEMS SOUTH, INC.
3075 N. FORSYTH ROAD
WINTER PARK FL 32792

ALACHUA COUNTY
FIRE RESCUE SERVICES
DEPT OF PUBLIC SAFETY
913 SE 5TH STREET
GAINESVILLE FL 32601

					EXTENSION
	********** CHANGE ORDER **********				
2	CO #1 TO INCREASE PO #111317 BY $5,272.50	1.00	EA	5272.5000	5272.50
	INCREASE FOR EXTENDED WORKING HOURS INCLUDING NIGHT & WEEKEND RATES.				
				TOTAL	58215.90

REMARKS:

ORIGINAL PO TOTAL: $52,943.40
CHANGE ORDER #1: $ 5,272.50
NEW REVISED TOTAL: $58,215.90

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000056159	4/20/2011	00154505263193		26471.70

W/EM/PO/11/FS/TJJ

1) ALL PRODUCTS ARE NON-TAXABLE
2) [illegible]
3) [illegible]
4) FLORIDA SALES TAX EXEMPTION NO. [illegible]

June 16, 2011
DATE APPROVED

FILE COPY NO. 1

CSW for Tuttle
AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRES. PONDENCE 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. 111317

ORDER DATE : 5/26/2011
REQ. NUMBER :
BID NUMBER :
BUYER : CHRISTY WINTERS,
ACCOUNT NO. : SEE BELOW
VENDOR NO. : 1004083

** CONTINUED **

HANGE NO. : 1
ATE: 4/4/2011

VENDOR I.D. # [redacted]

TOWER SYSTEMS SOUTH, INC.

ALACHUA COUNTY

				UNIT PRICE	EXTENSION
********** CHANGE ORDER **********					
REQ. NO.	DATE	ACCOUNT NO.	PROJECT		AMOUNT
0000056159 W/EM/PO/11/FS/TJJ	4/20/2011	01154805223193			26471.70
0000056308 CO/11/FS/KB	6/08/2011	01154805223193			5272.50

JUNE 16, 2011
DATE APPROVED

FILE COPY NO. 1

AUTHORIZED SIGNATURE

July 12, 2011 Regular BoCC Meeting
Agenda Item #32

Title
Renovation of the Alachua County Tax Collectors Office Space

Amount
$46,013.00

Description
Renovation of the Alachua County Tax Collectors Office Space

Recommendation
Accept the unanticipated revenue and amend the FY11 Capital Improvement Program (CIP) increasing the budget for the existing Alachua County Tax Collectors Office Renovations project.

Alternative(s)
Do not approve and advise staff

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Resolution, Budget Amendment

Documents Requiring Action
Resolution and Budget Amendment

Executive Summary
Facilities Management will use the Job Order Contracting process to provide the Construction Manager for the renovations at the Alachua County Tax Collectors Office. The Tax Collectors Office will provide the needed budget for this renovation.

Background
The Alachua County Tax Collector has requested Facilities Management to renovate the Tax Collector Office area to accommodate additional office space needs.

Issues
N/A

Fiscal Recommendation
Accept the unanticipated revenue and approve the budget amendment

Fiscal Alternative(s)
N/A

Funding Sources
Tax Collectors Unanticipated Revenue and the Capital Preservation Fund

Account Code(s)
200–1305-519.46-21 and 200-1305-369.90-00

Attachment: TAX_COLLECTOR_BA.pdf
Attachment: TAX_COLLECTOR_RESOLUTION.pdf

RESOLUTION 11-74

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, INCREASING THE CAPITAL PRESERVATION FUND TO RECEIVE UNANTICIPATED REVENUE FROM THE ALACHUA COUNTY TAX COLLECTOR AND ESTABLISH BUDGET FOR THE CAPITAL PRESERVATION FUND FOR AN UNANTICIPATED CAPITAL PRESERVATION PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to increase the Capital Preservation Fund to receive budget related to unanticipated Capital Preservation Projects;

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

1. That the increase to the Capital Preservation Fund be, and the same is hereby, approved.

2. That the fiscal year 2010-11 budget for the Capital Preservation Fund is hereby increased as reflected in the budget amendment attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

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

DULY ADOPTED in regular session, this 12th day of 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

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY
OMB REFERENCE # BCC-195
GROUP NUMBER
PERIOD/DATE

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Capital Preservation	Tax Collector	Misc. Revenue	200-1305-369.90-00	46,013	
2	Capital Preservation	Tax Collector	Renovations	200-1305-519.46-21		46,013
3						
4						
5						
6						
7						
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21						
22						

RECEIVED
2011 JUN 28 P 3:18
ALACHUA COUNTY OMB

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 46,013 | 46,013
COMBINED TOTAL: 92,026

REASON FOR AMENDMENT: Renovation for Tax Collector

6/28/11
PREPARED BY:

ANALYST

RECEIVED
2011 JUL 22 PM 12 15
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT

Kelly M Baker 6-28-11
ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

July 12, 2011 Regular BoCC Meeting
Agenda Item #33

Title
Campolong Enterprises, Inc., D/B/A DH Striping Company and Roadscape North Florida, Inc.: Bid 12-6 Annual Pavement Marking Services (Amended)

Amount
N/A

Description
Request Approval of the Finance Report to approve and award Bid 12-6: Annual Pavement Marking services and authorize staff to negotiate a contract.

Recommendation
Approve the award of Bid 12-6; Annual Pavement Marking Services, to Campolong Enterprises, Inc., DBA DH Striping Company and Roadscape North Florida, Inc., as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

Alternative(s)
That the board reject the award of Bid 12-6; Annual Pavement Marking Services.

Requested By
Rick Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the award of Bid 12-6; Annual Pavement Marking Services, Campolong Enterprises, Inc., D/B/A DH Striping Company and Roadscape North Florida, Inc., as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

Background
That the Board approve the award of Bid 12-6; Annual Pavement Marking Services, Campolong Enterprises, Inc., D/B/A DH Striping Company and Roadscape North Florida, Inc., as the lowest responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

Issues
Rejecting this Bid will inhibit the Department's ability to serve Alachua County Residents

Fiscal Recommendation

N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: 126FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

June 20, 2011

M E M O R A N D U M

To Alachua County Board of County Commissioners

From: JHC for
Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager LCSG

SUBJECT: **Bid # 12-6; Annual Pavement Marking Services**

Deadline for Receipt of Bids:	2:00 pm, Wednesday, April 13, 2011
Advertisement Dates:	March 16, 2011 and March 23, 2011
Notifications sent to:	230 Vendors
Solicitations Requested by:	20 Vendors
Bid(s) Received From:	3 Vendors

Campolong Enterprises, Inc.
D/B/A DH Striping Company
Oviedo, FL

**Jenkins Painting, Inc.
Chiefland, FL

Roadscape North Florida, Inc.
Jacksonville, FL

***Vendor withdrew bid due to pricing error*

Administrative Recommendation:

The recommendation of the Public Works Department is to approve the award of Bid #12-6; Annual Pavement Marking Services, to Campolong Enterprises, Inc., D/B/A DH Striping Company and Roadscape North Florida, Inc., as the lowest responsive and responsible bidder(s) meeting specifications and authorize staff to negotiate a contract(s).

APPROVED THIS 12th DAY OF July, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LMS:mm

Alachua County
Department of Administrative Services

Betty M. Baker, Administrative Services Director
Ron Akins, Administrative Support Manager
Kim Baldry, Human Resources Manager
Susannah Causier, Training Manager
Jacqueline Chung, Equal Opportunity Manager
Wade Gillingham, Risk Manager
Charlie Jackson, Facilities Manager
Larry Sapp, Purchasing Manager

MEMORANDUM

TO: Randall H. Reid, County Manager

FROM: Betty Baker, Administrative Services Director

RE: Absence from the Office

DATE: June 21, 2011

I will be out of the office Wednesday, June 22 through Friday, June 24. In my absence, Jackie Chung, EO Manager, will act on my behalf and will have full signature authority until my return.

If you need assistance, please do not hesitate to contact my assistant Tricia at (352) 374-5220.

Thank you.

BB/tk

cc: Richelle Sucara, Deputy County Manager
Rick Drummond, Assistant County Manager
Dave Wagner, County Attorney
Todd Hutchinson, Finance and Accounting Director
Department Directors
Administrative Services Division Managers

12 S.E. 1st Street ■ P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■

Tel. (352) 374-5219 ■ Suncom 651-5219 ■ Fax (352) 374-5233 ■ TDD (352) 491-4431

Email: Betty M. Baker - bbaker@alachuacounty.us

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

July 12, 2011 Regular BoCC Meeting
Agenda Item #34

Title
Shands Medical Office Building Multi-Modal Transportation Mitigation and Developer's Agreements (Amended)

Amount
NA

Description
Two agreements related to the proposed Shands Medical Office Buildings on NW 39th Avenue.

Recommendation
1. Approve the Multi-Modal Transportation Mitigation Agreement 2. Approve the Developer's Agreement

Alternative(s)
1. Do not approve the Multi-Modal Transportation Agreement 2. Do not approve the Developer's Agreement

Requested By
Jeffrey Hays

Originating Department
Growth Management

Attachment(s) Description
MMTM Agreement Developer's Agreement

Documents Requiring Action
1. Multimodal Transportation Mitigation Agreement 2. Developer's Agreement

Executive Summary
Shands wishes to take advantage of the concurrency procedures under the Unified Land Development Code (ULDC) Section 407.125.3, the Multi-Modal Transportation Mitigation (MMTM) Program for their propsoed Medical Office Building on NW 39th Ave. This program requires an agreement between the County and the applicant. Additionally, the applicant and County Staff propose entering into a Developer's Agreement primarily concerning the timing of the main north-south roadway within the project and when it would be completed and dedicated to the public consistent with ULDC 407.140.

Background
Shands Teaching Hospitals and Clinics received Preliminary Development Plan approval from the Board of County Commissioners for a Medical Office Building located at 8616 NW 39th Ave on February 22nd, 2011. Shands wishes to take advantage of the concurrency procedures under the Unified Land Development Code 407.125.3, the Multi-Modal Transportation Mitigation (MMTM) Program. This program requires an agreement between the County and the applicant. Additionally, the applicant and County Staff propose entering into a Developer's Agreement primarily concerning the timing of the main north-south roadway within the project and when it would be completed and dedicated to the public consistent with .

Issues
The MMTM agreement is necessary for the applicant to be able to mitigate for the transportation impacts of the development. The applicant proposes to make payment concurrent with Final Development Plan approval in the amount of $488,761.87. The

Developer's Agreement concerns the timing of the construction of the major north-south roadway that will connect with the Santa Fe Village development consistent with the Preliminary Development Plan approved by the BOCC. The agreement clarifies that the roadway will be dedicated to the public once completed.

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: Shands MMTMA Final.pdf
Attachment: SHANDS_Master Plan.pdf
Attachment: Shands Developers Agreement Final.pdf

MULTI-MODAL TRANSPORTATION MITIGATION AGREEMENT

This Multi-Modal Transportation Mitigation Agreement (hereinafter "Agreement") is made and entered into this 12th day of July, 20 11 ("Effective Date") by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County"), and the Shands Teaching Hospitals & Clinics, Inc (hereinafter "Developer").

WITNESSETH

WHEREAS, the Developer is the owner of an approximately 20 acre parcel of land identified as Tax Parcel Number 6041-004-000 and located at 8616 NW 39th Avenue , Gainesville, FL 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 +/- 104,491 s.f. medical office build (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 Shands Medical Office Building and is located at 8616 NW 39th Avenue , Gainesville, FL which is identified as Alachua County Tax Parcel number: 6041-004-000.

The Development is a +/- 104,491 s.f. medical office building *(use)*.

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 Development Plan Approval and shall be granted a 15 % reduction in the required multi-modal transportation mitigation. The payment shall be in the amount of $488,761.87 in accordance with the mitigation schedule adopted in Ordinance 11-03.

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 MMTM 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 the Final Development Plan has been approved by the Development Review Committee.

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. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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:
Name Title & Company Address

With a copy to Developer's Legal Representative:

Section 18. 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 19. 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 20. 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:

Shands Teaching Hospital and Clinics, Inc.

By: Bradley S. Pollitt, AIA
(name)

Witness #1 for the Developer:

Signature

Cheryl Ramsey
Printed Name

Witness #2 for the Developer:

Signature

DAVE WILLIAMS
Printed Name

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing document was acknowledged before me this 27th day of June, 2011, by Bradley S. Pollitt as VP of Facilities of Shands Teaching who is personally known to me or has produced _____ as identification.

Notary Public State of Florida
Kelly Jones Bishop
My Commission EE057502
Expires 02/04/2015

Kelly Jones Bishop
Notary Public, State of Florida

Kelly Jones Bishop
Printed Name

Commission Number: EE057502

Commission expires: 2/4/15

(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

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 9 SOUTH, RANGE 19 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°59'59" EAST, ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF STATE ROAD NUMBER 222 (NORTHWEST 39th AVENUE) HAVING A RIGHT-OF-WAY WIDTH OF 100.00 FEET, 1322.66 FEET TO THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 20; THENCE RUN NORTH 00°09'56" WEST, ALONG SAID WEST LINE 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 222, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'56" WEST ALONG THE SAID WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 20, A DISTANCE OF 1320.00 FEET; THENCE RUN NORTH 89°59'59" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 660.00 FEET; THENCE RUN SOUTH 00°09'56" EAST, PARALLEL WITH THE SAID WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SECTION 20, A DISTANCE OF 1320.00 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 222; THENCE RUN SOUTH 89°59'59" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 660.00 FEET TO THE POINT OF BEGINNING. THE ABOVE PARCEL OF LAND LIES IN ALACHUA COUNTY, FLORIDA.

DEVELOPER'S AGREEMENT

This Developer's Agreement (hereinafter "Agreement") is made and entered into this 12th day of July, 2011 by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County"), and Shands Teaching Hospitals & Clinics, Inc. (hereinafter "Developer").

WITNESSETH

WHEREAS, the Developer is the owner of an approximately 20 acre parcel of land identified as Tax Parcel Number 06041-004-000 and located at 8616 NW 39th Avenue ("Property"); and

WHEREAS, the Developer has applied for final development plan approval to develop a +/- 104,491 s.f. Medical office building, to be known as the Shands MOB ("Development") on the Property; and

WHEREAS, as part of the development process, the Project is required to meet CPA 06-10, which subjects the Project to standards of the Comprehensive Plan Policy 8.6.1 and subsequently, Policies 1.6.6 Site and Building Design, 1.6.7 Transportation Network, and 1.6.8 Parking for Traditional Neighborhood Development (TND).

WHEREAS, the Comprehensive Plan Policies above require adherence to certain policies, regulations and guidelines and these guidelines deal with build-out conditions of a project in lieu of an initial phase of a project.

WHEREAS, the Developer has chosen to satisfy those requirements and conditions of the County by entering and agreeing in this Developers agreement to certain considerations to provide certainty to the County that these requirements will be met over the lifetime of the project.

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 to memorialize certain agreements between both parties pursuant to Alachua County ULDC Section 402, Article 9.

Section 3. Development Identification

The proposed Development is known as the Shands MOB at 8616 NW 39th Ave, which is identified as Alachua County Tax Parcel number: 06041-004-000

The Development is a +/- 104,491square foot medical office building.

Section 4. Considerations/Agreements

1. The phase 1 area includes areas that will be re-developed with phase 2 and 3 in accordance with Attachment B.

2. Construction of Phase 2 will trigger the need to construct a parking garage known as parking Structure #1 on Attachment B.

3. The future extension of Street "A" will be required either when adjacent off-site development makes such connection to the north possible or with the completion of phase 4, whichever occurs first as illustrated on Attachment B.

4. At the point in which Street "A" is extended to the northern property boundary, the right of way which includes the roadway and associated bicycle/pedestrian facilities shall be dedicated to Alachua County for public use.

Section 5. 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 6. 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 7. 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 8. 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 9. 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 10. Covenants Running with the Property.

This Agreement shall be binding on the parties, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Developer and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

Section 11. Recordation of Agreement.

The parties hereto agree that this Agreement shall be recorded in the Official Records of Alachua County, Florida, at Developer's expense, within ten (10) business days after the execution of this Agreement by both parties.

Section 12. 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 13. 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 14. 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:
Steve Lachnicht
Director, Growth Management
10 S.W. 2nd Avenue
Gainesville, FL 32601

And with a copy to:
David Wagner
Alachua County Attorney
12 Southeast 1st Street
Gainesville, FL 32601

As to Developer:
Brad Pollitt
Vice President, Shands Facilities
1600 SW Archer Road
PO Box 100366
Gainesville, FL 32610

With a copy to Developer's Legal Representative:
Shands Teaching Hospitals & Clinics, Inc
General Counsel
1600 SW Archer Road
PO Box 100366
Gainesville, FL 32610

Section 15. Enforcement.

If any party hereto fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available at law or in equity.

Section 16. 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. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 17. 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 18. 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.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year first above written.

Shands Teaching Hospital & Clinics, Inc.

BY: Bradley S. Pollitt, AIA

Its: Vice President, Facilities

WITNESS: Cheryl Ramsey

WITNESS: Dave Wil

(Corporate seal is acceptable in place of witnesses)

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

BY: Lee Pinkoson

Lee Pinkoson, Chair

Attest: J.K. "Buddy" Irby

J.K. "Buddy" Irby
Clerk of Court

Approved as to form

County Attorney

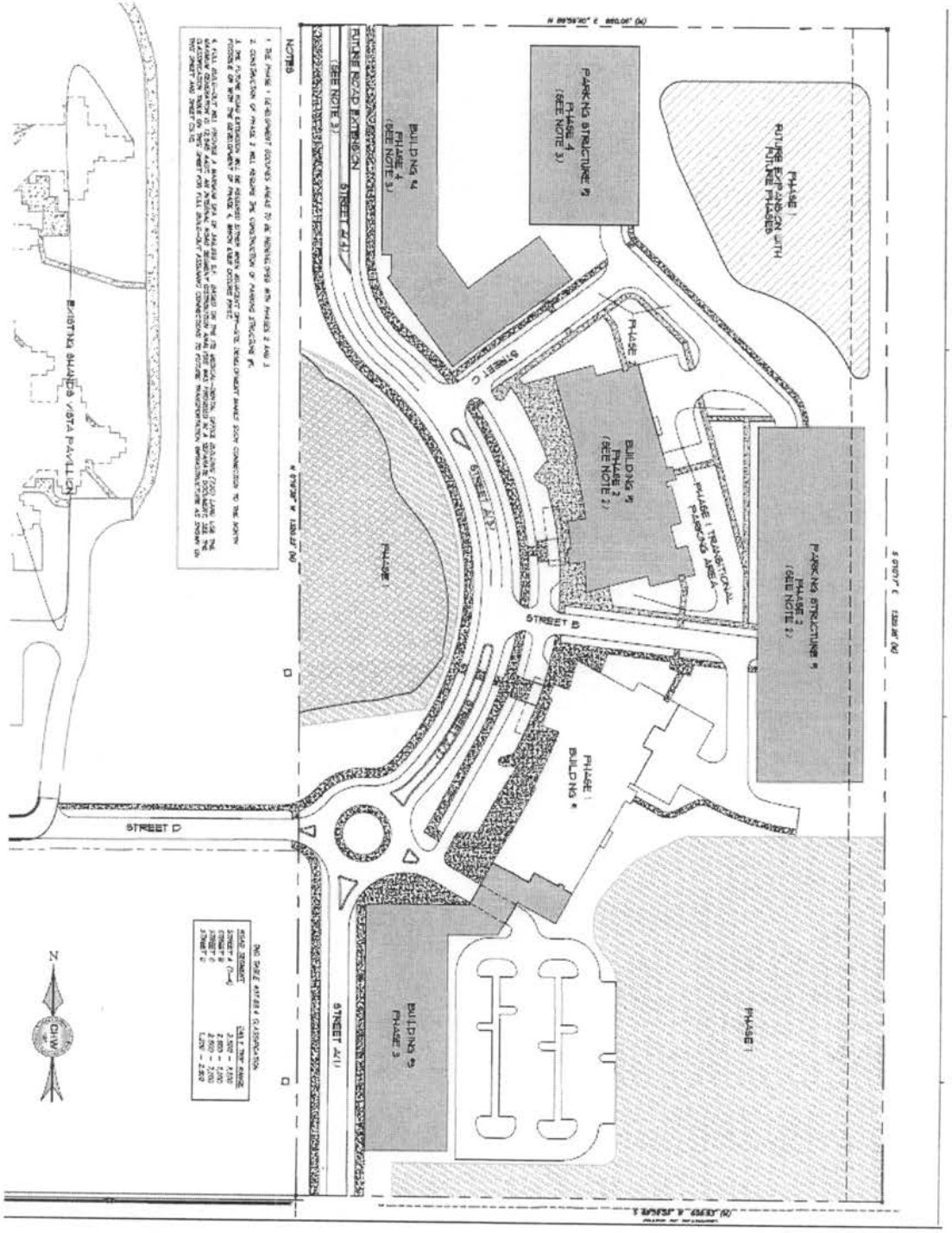
Attachment A

Legal Description of the Subject Parcel

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 9 SOUTH, RANGE 19 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°59'59" EAST, ALONG THE SOUTH LINE OF SAID SECTION 20 AND THE CENTERLINE OF STATE ROAD NUMBER 222 (NORTHWEST 39th AVENUE) HAVING A RIGHT-OF-WAY WIDTH OF 100.00 FEET, 1322.66 FEET TO THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 20; THENCE RUN NORTH 00°09'56" WEST, ALONG SAID WEST LINE 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NUMBER 222, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'56" WEST ALONG THE SAID WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SAID SECTION 20, A DISTANCE OF 1320.00 FEET; THENCE RUN NORTH 89°59'59" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 660.00 FEET; THENCE RUN SOUTH 00°09'56" EAST, PARALLEL WITH THE SAID WEST LINE OF THE E 1/2 OF THE SW 1/4 OF SECTION 20, A DISTANCE OF 1320.00 FEET TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 222; THENCE RUN SOUTH 89°59'59" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 660.00 FEET TO THE POINT OF BEGINNING. THE ABOVE PARCEL OF LAND LIES IN ALACHUA COUNTY, FLORIDA.

Attachment B



July 12, 2011 Regular BoCC Meeting
Agenda Item #35

Title
Quit Claim Deed from City of Gainesville (GRU) for right of way on NW 128 Lane. (Amended)

Amount
N/A

Description
Quit Claim Deed from City of Gainesville (GRU) for right of way on NW 128 Lane.

Recommendation
That the Board accept the Quit Claim Deed from GRU

Alternative(s)
Do not accept the quit claim deed and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works Department

Attachment(s) Description
Quit Claim Deed with location sketches

Documents Requiring Action
Quit Claim Deed from GRU

Executive Summary
Quit Claim Deed from the City of Gainesville (GRU) for right of way in connection with NW 128 Lane.

Background
The Alachua County Public Works Department has maintained NW 128 Lane for numerous years as a limerock graded roadway without benefit of having deeded right of way. This quit claim deed from GRU gives the County actual ownership of a 50.0 foot right of way for NW 128 Lane. When GRU acquired the property for the Deerhaven Power Plant from Plum Creek Timberlands, the NW 128 Lane right of way was included in the property descriptions for that sale. The County acquired a quit claim deed from Plum Creek, dated March 1, 2010 as recorded on May 12, 2010 in Official Record Book 3954, page 2491 of the Public Records of Alachua County, Florida. This quit claim deed from GRU is for the remaining right of way for NW 128 Lane. By acquiring the deeds from GRU and Plum Creek, the County will have deeded ownership of a 50-foot right of way for NW 128 Lane. NW 128 Lane is located north of US 441 in Hague, east of County Road 237 and west of State Road 121.

Issues
If the Board does not accept this quit claim deed, then the County will not have ownership to the entire 50-foot right of way for NW 128 Lane. And, this portion would still belong the to City of Gainesville even though it is maintained by the County.

Fiscal Recommendation

N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: QCD_from_GRU_NW_128_Lane.pdf

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

County Road: NW 128 Lane
Section 27, Township 8S, Range 19E
ALACHUA COUNTY, FLORIDA

QUIT-CLAIM DEED

THIS DEED, made this 12th day of July, A.D., 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, 326614-7117, as party of first part, and **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, as party of the second part;

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, paid each to the other, receipt of which is hereby acknowledged, do hereby remise, release, and quit-claim unto the said party of the second part forever all the right, title, interest, claim and demand which the said parties of the first part has in and to the following described land lying and being in Alachua County, Florida, to wit:

> A parcel of land being more particularly described in **Exhibit "A",** as attached hereto and by reference made a part herein.

LIABILITY

Grantor and Grantee shall be solely responsible for the negligent or wrongful acts of their respective officers and employees. Nothing contained herein shall constitute a waiver by either party of sovereign immunity, the limits of liability, or other provisions of section 768.28, Florida Statutes.

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 said parties of the first part has caused these presents to be executed the day and year first above-written.

Signed, sealed and delivered in the presence of:

Ann M. Mullins
Print Name: Ann M. Mullins

Susan R. Boyd
Print Name: Susan R. Boyd

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 16th day of MARCH, 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:
Commission No:

ANN M. MULLINS
Notary Public - State of Florida
My Commission Expires Oct 21, 2012
Commission # DD 901868
Bonded Through National Notary Assn.

Approved as to Form and Legality

By: Raymond O. Manasco, Jr.
Raymond O. Manasco, Jr.,
Utilities Attorney
City of Gainesville, Florida

This page had been added to the Quit-Claim Deed from the City of Gainesville, Florida to Alachua County, Florida for NW 128 Lane right of way in order to reflect the Alachua County Board of County Commissioners acceptance.

At a meeting on the 12th day of July, 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 12th day of July, 2011,

ATTEST:

J. K. IRBY, CLERK

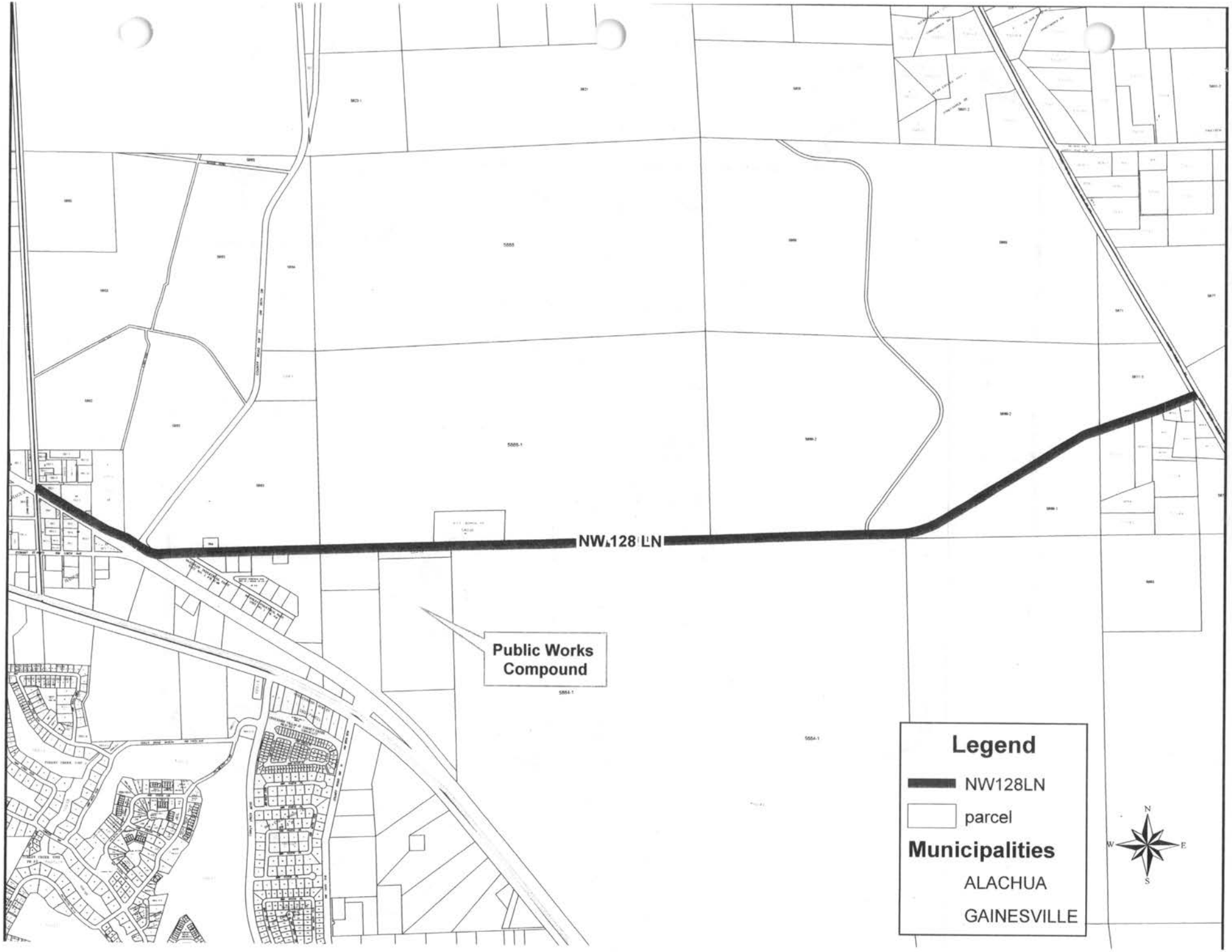
APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

Exhibit "A"

That part of Section 27, Township 8 South, Range 19 East, Alachua County, Florida being more particularly described as follows:

Commence at a 4"x 4" concrete monument and cap stamped McGriff Co. that marks the Southeast corner of the West ½ of said Section 23 for a Point of Reference; thence North 01 deg. 29 min. 21 sec. West, a distance of 35.60 feet to a 4"x 4" concrete monument and cap stamped GFY LB021 at an intersection with the southerly right of way line of County Road NW 128th Lane (50.0 foot right of way by maintenance); thence Westerly along the said southerly right of way line and along the arc of a curve concave to the north, having a radius of 1145.92 feet and a arc angle of 05 deg. 25 min. 33 sec., an arc distance of 108.52 feet to the end of said curve (having a chord of South 85 deg. 21 min. 26 sec. West, 108.48 feet); thence South 88 deg. 04 min. 12 sec. West along the said southerly right of way line, a distance of 3135.59 feet to a 4"x 4" concrete monument and cap stamped GFY LB021 at an intersection with the north line of said Section 27 and being the Point of Beginning; thence South 88 deg. 40 min. 03 sec. West along the said north line of Section 27, a distance of 4794.32 feet to a 4"x 4" concrete monument with no identification that marks the Northwest corner of said Section 27, at an intersection with the north right of way line of said County Road NW 128th Lane (50.0 foot right of way by maintenance); thence Southerly along the west line of said Section 27, a distance of 50.0 feet to an intersection with the south right of way line of said County Road NW 128th Lane; thence Easterly along the said southerly right of way line (being a 50.0 foot right of way by maintenance), a distance of approximately 4794 feet to the said Point of Beginning. (said point being a 4" x 4" concrete monument and cap stamped GFY LB021 at an intersection with the north line of said Section 27). Containing 2.75 acres more or less.


NW 128 LN
Public Works Compound
Legend
NW128LN
parcel
Municipalities
ALACHUA
GAINESVILLE
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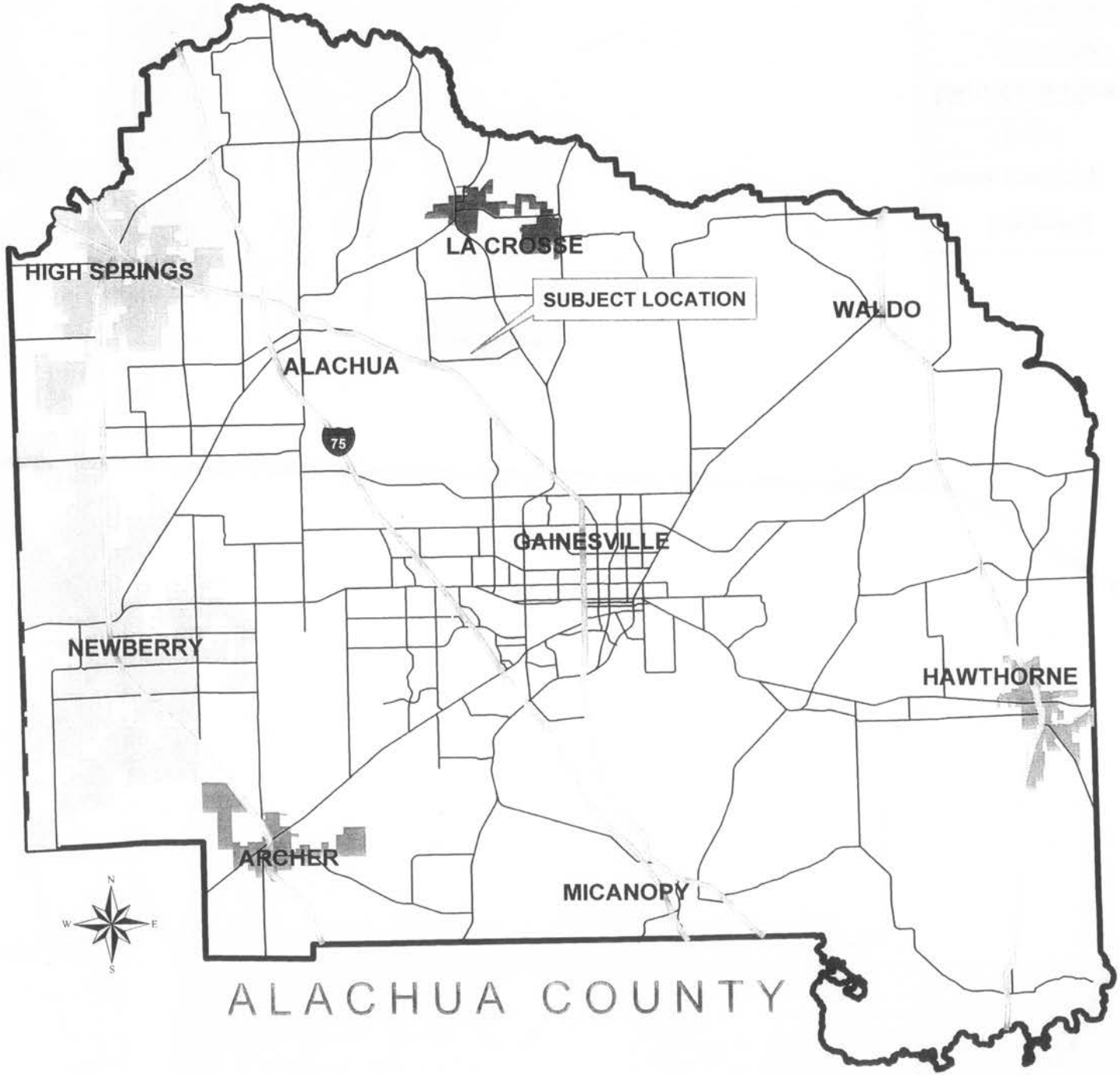

LA CROSSE
HIGH SPRINGS
SUBJECT LOCATION
WALDO
ALACHUA
75
GAINESVILLE
NEWBERRY
HAWTHORNE
ARCHER
MICANOPY
N
W
E
S
ALACHUA COUNTY

July 12, 2011 Regular BoCC Meeting
Agenda Item #36

Title
Drainage Easement from Alcomi Corporation for an off-site drainage basin in connection with the proposed plat of Town of Tioga Phase 14.

Amount
N/A

Description
Drainage Easement from Alcomi Corporation for an off-site drainage basin in connection with the proposed plat of Town of Tioga Phase 14.

Recommendation
That the Board accept the drainage easement from Alcomi Corporation.

Alternative(s)
Do not accept the drainage easement and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works Department

Attachment(s) Description
Drainage Easement from Alcomi Corporation with location maps.

Documents Requiring Action
Drainage Easement from Alcomi Corporation.

Executive Summary
Drainage Easement from Alcomi Corporation for an off-site drainage basin in connection with the proposed plat of Town of Tioga Phase 14

Background
This Drainage Easement is being donated by Alcomi Corporation for an off-site drainage basin in connection with the proposed plat of Town of Tioga Phase 14. This drainage easement was imposed on the developer as part of the Development Review process for the development of the Town of Tioga Phase 14 plat. Town of Tioga is located south of Newberry Road, between Jonesville and the City of Gainesville.

Issues
This subdivision cannot be developed without this off-site drainage easement, which is necessary for retaining stormwater run-off from SW 8th Avenue and other contributory areas.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Drain-Ease_TOWN_TIOGA_PHASE_14.pdf

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

Portion of Tax Parcel
No's.: 04333-000-000
County Road: SW 8 Avenue
Town of Tioga Phase 14, off-site drainage
ALACHUA COUNTY, FLORIDA

DRAINAGE EASEMENT

THIS EASEMENT, made this 23rd day of November, A.D. 2010, by **ALCOMI CORPORATION,** a Florida Corporation, whose mailing address is Post Office box 13461, Gainesville, Florida 32604-1461, as party of the first part (Grantor), and **ALACHUA COUNTY,** a political subdivision, P.O. Box 1188, Gainesville, Florida 32602-1188, as party of the second part (Grantee).

W I T N E S E T H:

That the said party of the first part, for and in consideration of the sum of ONE DOLLAR, receipt of which is hereby acknowledged, does hereby give and grant unto the second part, its successors and assigns, a non-exclusive perpetual easement for the purpose of accepting an off-site drainage basin to retain stormwater runoff from the right-of-way of SW 8 Avenue, and contiguous contributory areas across the following described property in Alachua County, Florida, to-wit:

> A parcel of land being more particularly described in **Exhibit "A",** as attached hereto and by reference made a part hereof.
>
> Subject to all previously recorded easements, restrictions, encroachments and/or rights of way.

THIS EASEMENT does not preclude the party of the first part, his successors or assigns, from using said described land in any way which is compatible with the rights granted to the party of the second part by this easement. The party of the second part, however, will not be responsible for any damages to the party of the first part's use resulting from the exercise of the party of the second part's rights under this easement.

The maintenance of the stormwater holding areas shall be maintained by Alachua County (party of the second part). The property management and mowing shall remain the responsibility of the Property Owner (party of the first part).

LIABILITY; Alachua County, as a political subdivision of the State of Florida, agrees to be fully responsible for its negligent acts or omissions, which relate to or arise out of this agreement or the use of the Property. Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this contract or construed as

a waiver of sovereign immunity, the limits of liability, or other provisions of section 768.28, Florida Statutes.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal on the day and year first above-written.

Signed, sealed and delivered
in the presence of:

print name: Amber Beckham

print name Victoria Poff

ALCOMI CORPORATION,
a Florida Corporation

By: _____
LUIS A. DIAZ, Vice President

(SEAL)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 23rd day of November, 2010, by LUIS A. DIAZ, as Vice President, of ALCOMI CORPORATION, a Florida Corporation, on behalf of the corporation, and who is personally known to me or who has produced personally known as identification.

Notary _____
Print name Kimberly A. Hines
Commission Expires: 2-1-11
Notary I.D. No.: DD609575

(SEAL)

KIMBERLY A. HINES
MY COMMISSION # DD 609575
EXPIRES: February 1, 2011
Bonded Thru Notary Public Underwriters

At a meeting on the 12th day of July 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 12th day of July, 2011,

ATTEST:

J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

EXHIBIT "A"
SKETCH OF LEGAL DESCRIPTION ONLY
LYING IN SECTIONS 2 & 11, TOWNSHIP
TOWNSHIP 10 SOUTH, RANGE 18 EAST,
ALACHUA COUNTY, FLORIDA

SW 133RD WAY
50' RIGHT-OF-WAY

SW 8TH AVE

P.O.C.
SOUTHEAST CORNER OF
TOWN OF TIOGA PHASE 12
PLAT BOOK 27,
PAGES 94 AND 95

50.00'

45.41'

520.00'

12' P.U.E. PER O.R.B.
3951, PAGE 1770

P.O.B.
DRAINAGE EASEMENT

See Sheet 2 of 2

N00°28'57"E 590.00'

DRAINAGE EASEMENT
7.043 Acres±

N89°31'03"W 520

Sheet 1 of 2

CERTIFIED TO:
ALCOMI CORPORATION

Scale: 1"=100'
Proj. No. 2006-088a
Drawn: S.M.M.
Chk'd: S.M.M.
Dwg. Name: 2006-088a
Signing Date: 08/19/2010

THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THIS MAP OF SURVEY FURTHER MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THE MAP OF SURVEY SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BEING SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Florida License No. 5469
Certificate of Authorization No. 6821

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

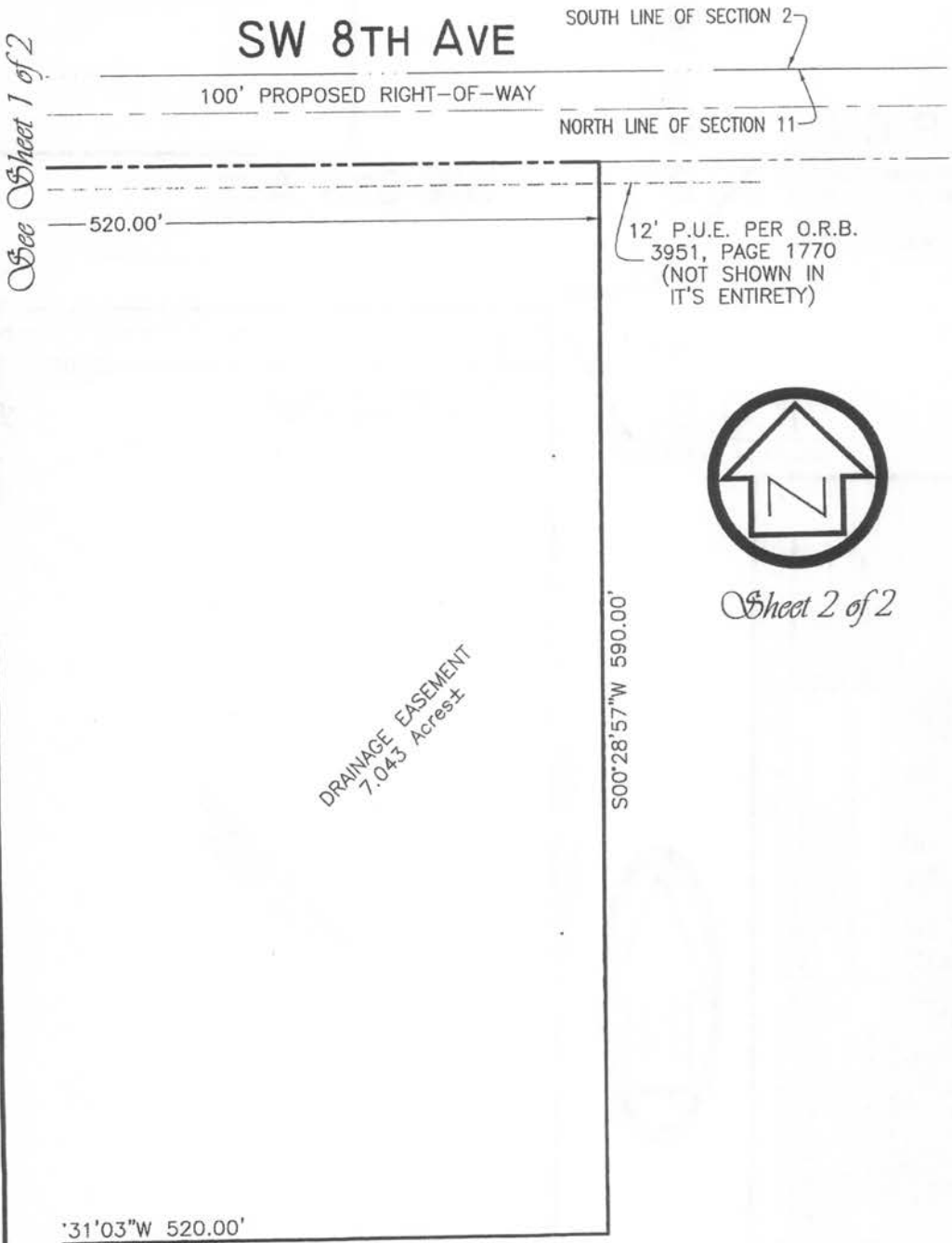
STEPHEN M. McMILLEN, P.S.M.
Professional Surveyor & Mapper

Prepared By:
McMILLEN SURVEYING, INC.
information@mcmillensurveying.com
335 South Main Street
Williston, Florida, 32696
Phone: (352) 528-MAPS
Fax: (352) 528-6271
The Measure of Excellence

EXHIBIT "A"

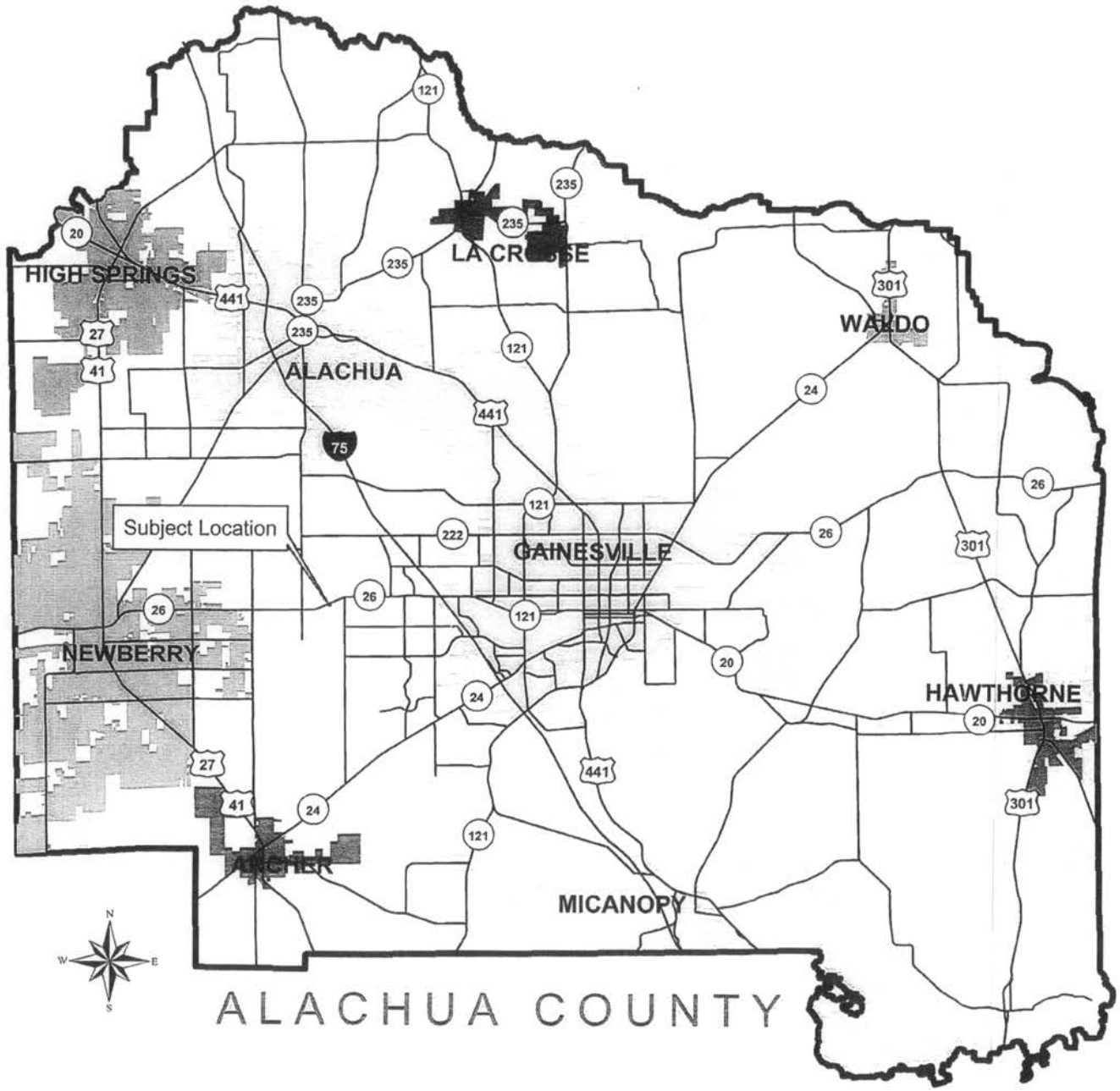
SKETCH OF LEGAL DESCRIPTION ONLY

LYING IN SECTIONS 2 & 11, TOWNSHIP
TOWNSHIP 10 SOUTH, RANGE 18 EAST,
ALACHUA COUNTY, FLORIDA



Prepared By:
McMILLEN SURVEYING, INC.
information@mcmillensurveying.com
33b South Main Street
Williston, Florida, 32696
Phone: (352) 528-MAPS
Fax: (352) 528-6271
The Measure of Excellence

Description: (by surveyor) Town of Tioga Phase 14 Offsite Drainage Easement
A parcel of land lying in Section 11, Township 10 South, Range 18 East, Alachua County, Florida; being more particularly described as follows:
Commence at the Southeast corner of Town of Tioga Phase 12, as recorded in plat book 27, pages 94 and 95, of the public records of Alachua County, Florida and run thence South 89°31'03"East, a distance of 45.41 feet to the Point-of-Beginning of the herein described easement; thence continue South 89°31'03"East, a distance of 520.00 feet; thence South 00°28'57"West, a distance of 590.00 feet; thence North 89°31'03"West, a distance of 520.00 feet; thence North 00°28'57"East, a distance of 590.00 feet to the said Point-of-Beginning.
Containing 7.043 Acres, more or less.


HIGH SPRINGS
LA CROSSE
WALDO
ALACHUA
Subject Location
GAINESVILLE
NEWBERRY
HAWTHORNE
ARCHER
MICANOPY
ALACHUA COUNTY
N
W
E
S

July 12, 2011 Regular BoCC Meeting
Agenda Item #37

Title
Request to surplus three (3) beams in Public Works storage (Amended)

Amount
TBD

Description
On June 28 the BoCC received a written request by the Pleasant Street Historic Society, Inc. to surplus and donate beams originally donated to the County by the Florida Division of Forestry. The BoCC Chair directed the County Manager to include this item on the next meeting agenda and the Manager directed staff to address this request. The beams have been in storage at Public Works Hague compound since 2008, and there is no project in the near future planned for the Scott Phifer site from where the beams were removed per BoCC directive of June 10, 2008.

Recommendation
Approve the surplus of three wood beams, each 18' x 10" x 10", and donate the beams to Pleasant Street Historic Society for completion of the renovation of the Smith-Griffin House.

Alternative(s)
Do not approve

Requested By
Kathleen Pagan, Senior Planner & Staff liaison to Historic Comm.

Originating Department
Growth Management

Attachment(s) Description
1. June 28, 2011 Letter from Pleasant Street Historic Society, Inc., Alvin Butler President, requesting the donation of construction materials now in storage at Public Works. 2. Powerpoint presentation with information pertinent to the request. 3. Gainesville Sun article concerning spring 2011 local history event.

Documents Requiring Action
June 28, 2011 Letter from Alvin Butler, President of the Pleasant Street Historical Society, Inc. requesting the donation of certain construction materials.

Executive Summary
The County Historical Commission works to 'promote, preserve and protect Alachua County's historic resources.' Working with local historical societies and organizations is an imporant aspect of the work of this advisory board. The request concerns materials that were originally donated to the County by the Florida Division of Forestry but were stored when another historic building could not be restored due to the impact of years exposed to the elements. Time is critical to the current request as work is now underway at a historic building to create a local museum of African American history.

Background
On June 15 this request was brought to attention to the staff liaison of the Historical Commission, but as the next meeting is not until August 17 and since the materials are needed as soon as possible the community historical organization was urged to submit

the request as Citizen comment at a regular BoCC meeting. On June 28 at the evening meeting Mrs. Verdell Robinson presented the attached letter and spoke briefly concerning the request. BoCC Chair asked the County Manager to place the item on the next meeting agenda, and Historical Commission staff liaison was directed to submit information. The Public Works staff has confirmed that three (3) beams, each 10" x 10" x 18', are now in outdoor storage and were materials donated by the State Division of Forestry. With no current funding for re-starting work on the site originally the destination for these donated materials, it is advisable to make use of these resources in a suitable manner. The value/cost of the beams has not been determined, as Lowes personnel answered an inquiry only that the 18' length is a special order item (as 16' is the longest common length). A 2" x 10" x 12' board is $9 each. A composite comparable beam could cost approx. $100 each. A current list of historical organizations and other groups with interest in local history has over 40 shown. The Historical Commission appointees have contacts with many organizations and continues efforts to improve coordination.

Issues

1. Whether the June 10, 2008 BoCC motion allows for partial use of materials for historical interpretation of the Scott Phifer site in another African American museum location, while planning for a future state historical marker at the Scott Phifer location along Hawthorne Road. 2. Whether three (3) wood beams requested by a local non-profit historical society should be surplused in order to donate.

Fiscal Recommendation

Remove the beams from outdoor storage.

Fiscal Alternative(s)

Do not remove the beams from outdoor storage.

Funding Sources

NA

Account Code(s)

NA

Attachment: SUNarticlepleasantstreetbanquet.pdf
Attachment: beamrequest.pdf

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

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Pleasant Street hosts benefit banquet

By Aida Mallard
Special to the Guardian
Published: Wednesday, March 16, 2011 at 11:25 p.m.

Lauren Joos/Special to the Guardian
The winners of the essay contest included, from left, Camara Lyn Casson of Lincoln Middle School, Taylor Griffith of Howard Bishop Middle School and Breauna "Breezy" Jarrett of P.K. Yonge. They were recognized last Sunday afternoon at the Pleasant Street Historic Society Claronelle Smith Griffin Distinguished Speaker Series.

Nearly 100 men and women attended a banquet to raise funds for a museum to house the history of blacks in Alachua County.

Hosted by the Pleasant Street Historic Society, the 3rd annual Claronelle Smith Griffin Distinguished Speaker Series Banquet, held last Sunday, featured keynote speaker Dr. Peter Ascoli, a professor at the Institute of Jewish Studies in Chicago, who spoke about his grandfather, Julius Rosenwald, and his efforts from 1910 until his death in 1932 to build schools for African-American students in the South.

Ascoli said Rosenwald, president of Sears & Roebuck in 1908, forged public and private partnerships that resulted in more than $28 million being generated for schools, teacher training, school buses and libraries in schools in the South.

"Sixty percent of the money for the Rosenwald schools came from local and estate (entities)," Ascoli said. "African Americans contributed about $5 million in money, in -kind contributions and sweat equity."

Dr. Mildred A. Hill-Lubin, a retired University of Florida professor, presided over the event at the Matheson Museum. The program included entertainment by Tyler Lattimore, a student at P.K. Yonge Developmental Research School, and Chris Johnson, a student at Santa Fe College.

In her greetings, Alicia A. Antone, the new executive director of the Matheson Museum, shared her vision for the Matheson.

Melanie Barr, event organizer, said the banquet honored distinguished local residents who have made outstanding contributions, including Doris Edwards, for her work in the Lincoln Estates Neighborhood, which was showcased in the April 2007 edition of Southern Living magazine; Dr. Simon and Verna Johnson, founders of Caring and Sharing Learning School, which recently received national and state recognition as a top Title I school; Dr. Patricia Hilliard-Nunn, a University of Florida professor, writer, publisher and historian for her tireless efforts to raise awareness of the history and culture of African Americans, and the Rev. T.A. Wright, pastor emeritus at Mount Carmel Baptist Church, for his social activism and civil rights leadership for more than 50 years in Florida.

Smith-Griffin, a retired educator who passed away in 2003, willed her house to the Pleasant Street society, which was founded in 1984 to preserve, promote and protect the Pleasant Street Historic District.

The house, which was built in 1870 by Smith-Griffin's grandfather, is located at 321 NW 8th Ave.

"We need your support," Barr said. "It's very expensive to restore an old house."

The winners of the annual "Standing on the Shoulders" essay contest wrote about those who inspire them to succeed and become better persons.

They were all sixth graders, including Camara Lyn Casson of Lincoln Middle School; Taylor Griffith of Howard Bishop Middle School, and Breauna "Breezy" Jarret of P.K Yonge.

In his keynote address, Ascoli said his grandfather became interested in African-American causes and realized "there was an affinity between Jewish and African Americans because both were persecuted."

Ascoli said Rosenwald funded the first YMCA exclusively for African Americans in Chicago and contributed to the building of 24 others in the United States.

Through his association with Booker T. Washington, an African-American educator and author, Ascoli said Rosenwald contributed more than $4 million to help build 5,300 schools, shops and homes of teachers, including 500 schools in Florida and 10 in Alachua County for African-American students.

The schools in Alachua County were built in the 1920s and included Lincoln High School, the first black high school in Alachua County, as well as schools in the city of Alachua, Campville, Hawthorne, High Springs, Micanopy, Pineville, Rochelle, Rutledge and Waldo.

"Whole generations of black children who got an education at Rosenwald schools got a real good education," Ascoli said.

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Pleasant Street Historic Society Request for Beam Surplus

County Commission

Presentation

July 12, 2011

1

Citizen Request June 28, 2011

- Request that BoCC direct Public Works to surplus **three (3) beams 18' x 10" x 10"** donated by State of Florida Forestry Division to the County from the Goethe State Forest and **not part of the original historic house**, to be utilized by the Pleasant Street Historic Society, Inc. to complete renovations of the Smith-Griffin House in Gainesville.
- African American history from Alachua County will be showcased in the Pleasant Street house afterwards.

2

Smith Griffin House Renovation underway

321 NW 8th Avenue, Gainesville

3

BoCC Action June 10, 2008

■Commissioner Byerly moved the modified motion to authorize Public Works to proceed with the deconstruction of the Scott-Phifer House historical ruins, partnering with the University of Florida and the Alachua County Historical Commission for the preservation and cataloguing of historically significant materials at the site, at a cost not to exceed $5943.00. *It is the intention of the Board of County Commissioners to use the stored materials in a reconstruction and/or historic preservation project on site at some point in the future. The motion carried 5-0.*

4

Scott Phifer Site Update

- **Currently a Historical Commission member is completing work to submit documentation to the State Division of Historical Resources to approve a Historical Marker for the site, and the Historical Commission voted to dedicate previously donated funds to this project.**
- Hawthorne Historical Museum is interested in displaying the artifacts but a planned expansion is delayed so it is uncertain when this may be possible.
- The requested beams are NOT the original house beams. These historic beams will hopefully be displayed in future.

5

Significance of Historic Scott-Phifer House

- The Scott-Phifer house was the only known ante-bellum house on the east side of County
- The historic large beams that supported the house still show the inscribed Roman numerals used to properly assemble the framework
- The house was constructed by slaves whose descendents are still living in the area.

6

Historical Connection of Antebellum Scott Phifer House to Gainesville Pleasant Street Neighborhood

- The Scott Phifer house was part of Alachua County's African American Heritage.
- Pleasant Street in Gainesville was the 1st predominantly African American historic district in the State of Florida to be listed on the National Register of Historic Places. An active community organization exists here today.

7

Discussion

8

July 12, 2011 Regular BoCC Meeting
Agenda Item #38

Title
CHOICES Enrollment Update

Amount
N/A

Description
CHOICES Health Services Program Enrollment Update

Recommendation
Accept the CHOICES Health Services Program Enrollment Update

Alternative(s)
Do not accept the CHOICES Health Services Program Enrollment Update

Requested By
Elmira K. Warren/Bob Bailey/Cathie Whitney264-6706

Originating Department
Community Support Services

Attachment(s) Description
CHOICES Update June 2011

Documents Requiring Action
CHOICES Update June 2011

Executive Summary
CHOICES Health Services Program Enrollment Update

Background
During the March 11, 2008 BOCC meeting, CHOICES Health Services Program Updates was requested.

Issues
None

Fiscal Recommendation
Sufficient funds have been budgeted for the CHOICES Health Services Program in the FY10 Budget

Fiscal Alternative(s)
None

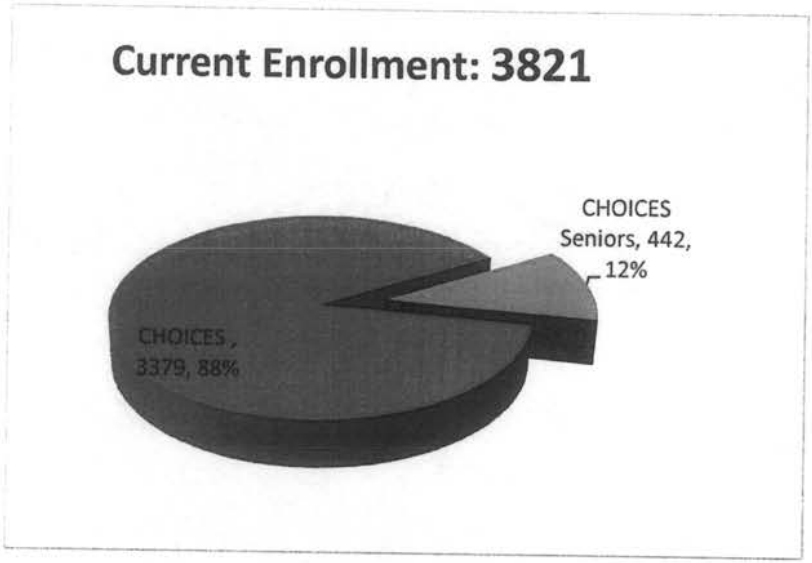
Funding Sources
Indigent Health Care Sales Surtax

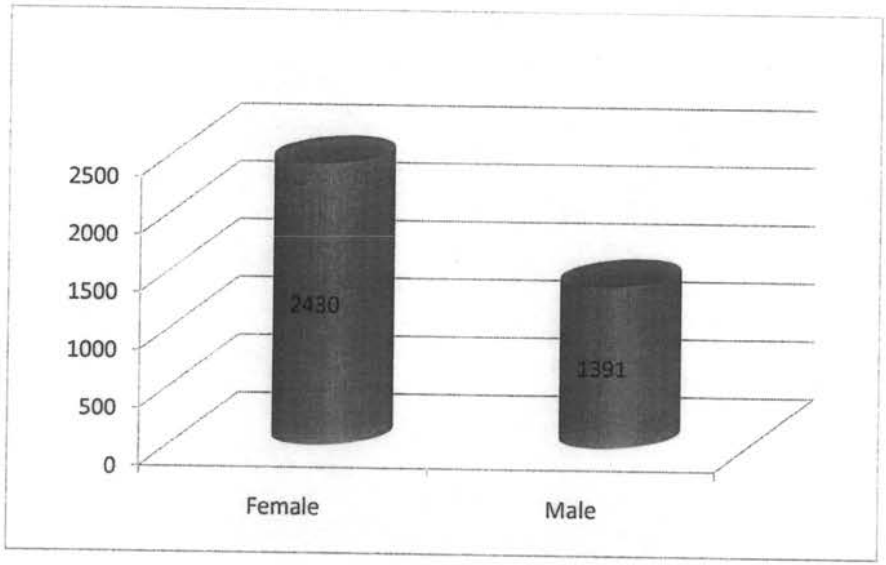
Account Code(s)
010-2925

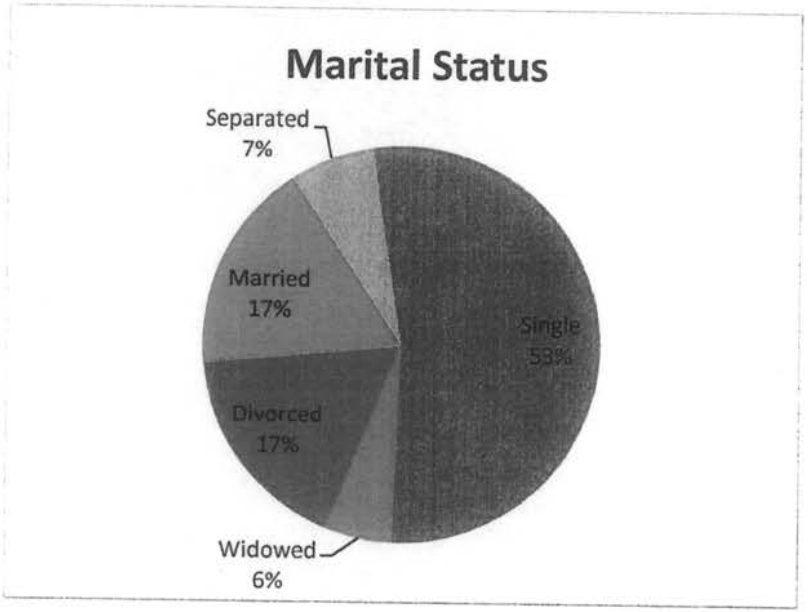
Attachment: CHOICES Enrollment update 6 11.pdf

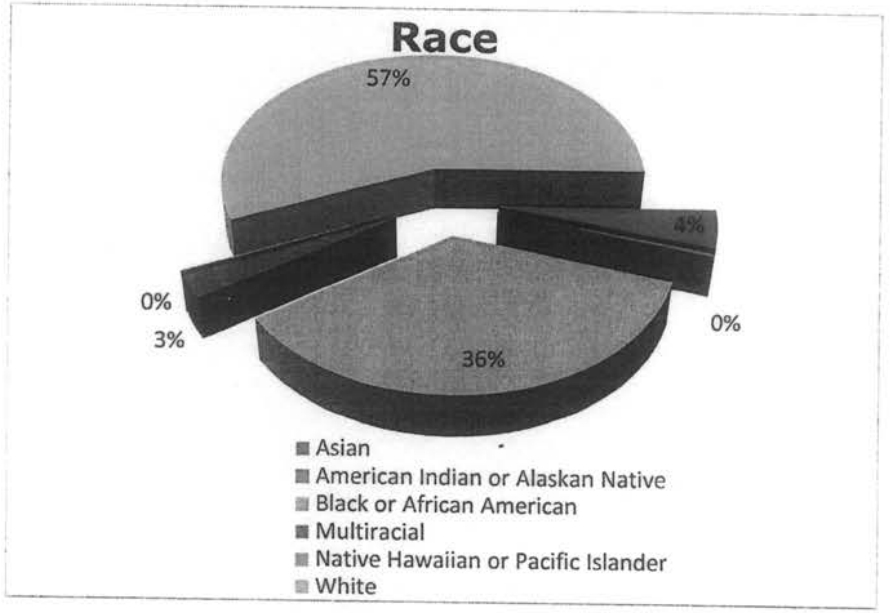
June 2 1
Alachua County's Department of Community Support Services
CHOICES Health Services Program Enrollment Update
Data as of: May 27, 2011

Current Member Enrollment: 3821 Senior Dental: **442**









July 12, 2011 Regular BoCC Meeting
Agenda Item #39

Title
Public Safety: Ratification of the documents implementing the declaration of Emergency and Burn Ban beginning May 31, 2011 through June 28, 2011 (Amended)

Amount
N/A

Description
Request to Ratify the Proclamations and Emergency Order related to the Burn Ban as approved by the Chair and Vice-Chair

Recommendation
Ratify the documents implementing the declaration of Emergency and Burn Ban from May 31, 2011 through June 28, 2011

Alternative(s)
Do not ratify the documents and direct staff

Requested By
Ed Bailey 384-3130

Originating Department
Public Safety

Attachment(s) Description
Proclamation Declaring Local State of Emergency May 31, 2011, State of Emergency Order May 31, 2011, and Proclamation Extending the Local State of Emergency June 7, 2011, Proclamation Extending the Local State of Emergency June 14, and Proclamation Extending the Local State of Emergency June 21, 2011

Documents Requiring Action
Documents already signed by Chair and Vice Chair

Executive Summary
A State of Local Emergency was declared on May 31, 2011, pursuant to chapter 252, Florida Statues, and Alachua County Ordinance 08-18 because of the severe threat of fire to lives and property of residents of Alachua County. In addition, a State of Emergency Order was issued banning the use of outdoor burning devices and any otherwise lawful outdoor burning during the period of local emergency. The Local State of Emergency was extended on June 7, 2011, June 14, 2011, and June 21, 2011. The Proclamations and State of Emergency Order were all approved by the Chair and Vice-Chair. The documents are being brought to the Board for ratification and inclusion into the Boards official records.

Background
All documents related to the Local State of Emergency and the State of Emergency Order were approved by the Chair and Vice-chair, however must be ratified by the Board of County Commissioners as soon as is practicable at a regular or special meeting. All documents executed for the time period May 31, 2011 through June 28, 2011 are included for ratification. Pursuant to the authority conferred by Chapter 252, Florida Statutes, and Alachua County Ordinance 08-18, the Chair of Alachua County Board of County Commissioners declared a local state of emergency in Alachua County effective May 31, 2011 due to severe drought and weather conditions combined with the abundance of easily-ignitable dead vegetation and the increased potential of serious

wildfires occurring within the County. The proclamation continues to exist until formally terminated. In addition, the State of Emergency Order pertaining to the ban on the use of flares, explosives, or outdoor burning devices or otherwise lawful outdoor burning was ordered on May 31, 2011 during the state of local emergency. This order bans the use of outdoor burning devices (excluding attended and monitored barbeque/cooking equipment) and any otherwise lawful outdoor burning such as lawn, debris, or trash burning. The Local State of Emergency was extended on June 7, 2011, June 14, 2011, and June 21, 2011. All documents related to the Local State of Emergency and State of Emergency Order were approved by the Chair and Vice-Chair, however must be ratified by the Board of County Commissioners as soon as is practicable at a regular or special meeting.

Issues
All documents related to the Local State of Emergency and the State of Emergency Order were approved by the Chair and Vice-chair, however must be ratified by the Board of County Commissioners as soon as is practicable at a regular or special meeting. All documents executed for the time period May 31, 2011 through June 28, 2011 are included for ratification.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: Proclamation Burn Ban 060711.pdf
Attachment: Proclamation Burn Ban 06142011.pdf
Attachment: Proclamation Burn Ban 06212011.pdf
Attachment: Order and Proclamation Burn Ban 05312011.pdf

PROCLAMATION DECLARING LOCAL STATE OF EMERGENCY

PURSUANT to the authority conferred by Chapter 252, Florida Statutes, and Alachua County Ordinance 08-18, (codified in Chapter 27 of the Alachua County Code) as Chair of Alachua County Board of County Commissioners, and pursuant to Section III, Subsection A, Item 3 of the Alachua County Comprehensive Emergency Management Plan, dated July 10, 2007, after consultation with state and local authorities that severe drought and weather conditions, combined with the abundance of easily-ignitable dead vegetation, increase the potential of serious wildfires occurring within the County, I hereby declare that a local state of emergency exists in Alachua County effective May 31, 2011, 1:00 p.m., and will continue to exist until formally terminated by a majority of the Alachua County Board of County Commissioners or pursuant to Chapter 27, Alachua County Code.

THIS PROCLAMATION authorizes the activation of the Alachua County Emergency Operations Plan and the exercise of all powers provided by Chapter 252, Florida Statutes, and Alachua County Ordinance 08-18, (Chapter 27 of the Code).

HEREBY PROCLAIMED this 31st day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: Paula M. DeLaney - Vice Chair
for Lee Pinkoson, Chair

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

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

A STATE OF EMERGENCY ORDER PERTAINING TO A BAN ON THE USE OF FLARES, EXPLOSIVES, OR OUTDOOR BURNING DEVICES OR OTHERWISE LAWFUL OUTDOOR BURNING

WHEREAS, a state of local emergency was declared on May 31, 2011, pursuant to Chapter 252, Florida Statues, and Alachua County Ordinance 08-18 (codified in Chapter 27 of the Alachua County Code) because of the severe threat of fire to lives and property of residents of Alachua County; and,

WHEREAS, that due to the current and forecast drying conditions, frequent wildfire occurrence, and observed severe fire behavior, combined with the abundance of easily-ignitable winter-kill vegetation, which continue to cause, exacerbate, and threaten wildfires within Alachua County, further measures are required to protect Alachua County citizens, and visitors, and to otherwise protect their health, safety, welfare and property;

NOW, THEREFORE, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, it is hereby ordered that, during the state of local emergency, the use of outdoor burning devices (excluding attended and monitored barbeque/cooking equipment) and any otherwise lawful outdoor burning such as lawn, debris, or trash burning, shall be prohibited throughout Alachua County during the period of local emergency and any extension(s) thereof. Permits for commercial burning may be issued by the Division of Forestry or their designees on a case-by-case basis only after an on-site inspection is made and it is determined there will be sufficient fire suppression equipment and personnel on-site. Campfires may be permitted within designated recreational areas only, pursuant to applicable regulations and guidelines. Controlled burning for fuel reduction or fire suppression purposes by authorized emergency response agencies is expressly excluded from the ban

If any provision of this Order is invalidated by a court of competent jurisdiction, such invalidity shall not affect the remaining provision of the Order which shall continue to have the full force and effect of law.

This state of local emergency order may be modified in whole or in part, extended, or may be terminated upon the joint recommendation of the Alachua County Director of Public Safety and the Alachua County Manager by action of the Chair of the Board of County Commissioners, with ratifications in any event by the Board of County Commissioners as soon as is practicable at a regular or special meeting.

Any person not abiding by the order shall be subject to a fine, imprisonment or both, or other civil action or penalty, in accordance with Alachua County Ordinance 08-18 (codified in Chapter 27 of the Alachua County Code) and Sections 10.08 and 10.09 of the Alachua County Code, and Section 252.50, Florida Statutes. This order is enforceable by law enforcement officers within Alachua County and is enforceable by municipal law enforcement officers within the municipalities within the County.

DONE and ORDERED THIS 31ST day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: Paula O. DeLaney Vice-Chair
for Lee Pinkoson, Chair

ATTEST:
J. K Irby, Clerk

(SEAL)

APPROVED AS TO FORM
Alachua County Attorney

PROCLAMATION EXTENDING LOCAL STATE OF EMERGENCY

PURSUANT to the authority conferred by Chapter 252, Florida Statutes, and Alachua County Ordinance 08-18 (codified in Chapter 27 of the Alachua County Code), as Chair of Alachua County Board of County Commissioners, and pursuant to Section III, Subsection A, Item 3, of the Alachua County Comprehensive Emergency Management Plan dated July 10, 2007, after consultation with state and local authorities that severe drought and weather conditions require immediate and expeditious action as a result of the threat of serious wildfires within Alachua County, and that a local state of emergency was declared by Lee Pinkoson, Chair of the Board of County Commissioners on May 31, 2011, and upon such basis that such declaration of emergency may be extended in seven-day increments, I hereby declare that a local state of emergency continues to exist in Alachua County as of 12:00 p.m., June 7, 2011, and will continue to exist until formally terminated by a majority of the Alachua County Board of County Commissioners.

THIS PROCLAMATION authorizes the activation of the Alachua County Emergency Operations Plan and the exercise of all powers provided by Chapter 252, Florida Statutes, and Chapter 27 of the Alachua County Code of Ordinances.

HEREBY PROCLAIMED this 7th day of June, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

PROCLAMATION EXTENDING LOCAL STATE OF EMERGENCY

PURSUANT to the authority conferred by Chapter 252, Florida Statutes, and Alachua County Ordinance 08-18 (codified in Chapter 27 of the Alachua County Code), as Chair of Alachua County Board of County Commissioners, and pursuant to Section III, Subsection A, Item 3, of the Alachua County Comprehensive Emergency Management Plan dated July 10, 2007, after consultation with state and local authorities that severe drought and weather conditions require immediate and expeditious action as a result of the threat of serious wildfires within Alachua County, and that a local state of emergency was declared by Lee Pinkoson, Chair of the Board of County Commissioners on May 31, 2011, and extended on June 7, 2011 and June 14, 2011, and upon such basis that such declaration of emergency may be extended in seven-day increments, I hereby declare that a local state of emergency continues to exist in Alachua County as of 12:00 p.m., June 21, 2011, and will continue to exist until formally terminated by a majority of the Alachua County Board of County Commissioners.

THIS PROCLAMATION authorizes the activation of the Alachua County Emergency Operations Plan and the exercise of all powers provided by Chapter 252, Florida Statutes, and Chapter 27 of the Alachua County Code of Ordinances.

HEREBY PROCLAIMED this 21st day of June, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

PROCLAMATION EXTENDING LOCAL STATE OF EMERGENCY

PURSUANT to the authority conferred by Chapter 252, Florida Statutes, and Alachua County Ordinance 08-18 (codified in Chapter 27 of the Alachua County Code), as Chair of Alachua County Board of County Commissioners, and pursuant to Section III, Subsection A, Item 3, of the Alachua County Comprehensive Emergency Management Plan dated July 10, 2007, after consultation with state and local authorities that severe drought and weather conditions require immediate and expeditious action as a result of the threat of serious wildfires within Alachua County, and that a local state of emergency was declared by Lee Pinkoson, Chair of the Board of County Commissioners on May 31, 2011, and upon such basis that such declaration of emergency may be extended in seven-day increments, I hereby declare that a local state of emergency continues to exist in Alachua County as of 12:00 p.m., June 14, 2011, and will continue to exist until formally terminated by a majority of the Alachua County Board of County Commissioners.

THIS PROCLAMATION authorizes the activation of the Alachua County Emergency Operations Plan and the exercise of all powers provided by Chapter 252, Florida Statutes, and Chapter 27 of the Alachua County Code of Ordinances.

HEREBY PROCLAIMED this 14th day of June, 2011.

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

July 12, 2011 Regular BoCC Meeting
Agenda Item #40

Title
Public Safety: Interlocal Agreement with the Windsor Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services (Amended)

Amount
$59,268.00 expenditure

Description
Request Approval of the Interlocal Agreement with the Windsor Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services

Recommendation
Approve the Interlocal Agreement with the Windsor Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services

Alternative(s)
Do not adopt the Interlocal Agreement with the Windsor Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services

Requested By
Ed Bailey 384-3130

Originating Department
Public Safety

Attachment(s) Description
Interlocal Agreement with the Windsor Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services

Documents Requiring Action
Interlocal Agreement with the Windsor Volunteer Fire Department for the provision of Fire Suppression and Initial Response Emergency Medical Services (2 originals)

Executive Summary
The FY12 Interlocal Agreement with the Windsor Volunteer Fire Department for Fire Suppression and Initial Response Emergency Medical Services compensates the Windsor Volunteer Fire Department for their responses in the unincorporated area at a flat base amount of $59,268.00. The Agreement also provides for a deduction to the payment at $252.20/incident if there is a violation of any term or condition of the Agreement.

Background
The Windsor Volunteer Fire Department has agreed to continue the Interlocal Agreement with Alachua County for the provision of Fire Suppression and Initial Response Emergency medical Services. The Agreement provides for a flat, base rate of $59,268.00 in twelve (12) equal payments. The Agreement also provides for a deduction to the monthly payment at a rate of $252.20/incident if there is a violation to any term or condition of the Agreement.

Issues
The term of the Agreement begins on Ocotber 1, 2011 and will remain in effect unless terminated as identified within the agreement. The annual flat rate amount may be renegotiated during the budget process each fiscal year.

Fiscal Recommendation
$59,268.00 expenditure

Fiscal Alternative(s)
$0

Funding Sources
MSTU-Fire Fund

Account Code(s)
001-5480-522.34-10

Attachment: Windsor VFD Fire Supression Final.pdf

Interlocal Agreement for Fire Suppression & First Response EMS/Rescue Services between Alachua County and Windsor Volunteer Fire Department, Inc.

This Uniform Fire Service Interlocal Agreement for Fire Suppression & First Response EMS/Rescue Services (hereinafter "Agreement") by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County") and the Windsor Volunteer Fire Department, Inc., an authority organized under the laws of the State of Florida (hereinafter "WVFD"), is made, entered, and effective this First day of October 2011.

Whereas, Chapter 163, Florida Statutes, authorizes public agencies, including counties and cities, to enter agreements to provide services and to exercise jointly the power, privilege, or authority they share in common and which each might exercise separately; and

Whereas, both the WVFD and the County deem it appropriate and in furtherance of the public health, safety, and welfare to enter an Interlocal Agreement to provide for fire suppression and first response EMS/rescue services; and

Whereas, the WVFD is willing and able to provide fire suppression and first response EMS/rescue services to the County; and

Whereas, the County is authorized to provide or contract for fire suppression and first response EMS/rescue services; and

Now, therefore, in consideration of the mutual covenants declared herein and other good and valuable consideration each Party agrees as follows:

Section 1. Intent & Term of Agreement.

A. WVFD shall be a part of the countywide cooperative system established by the Board of County Commissioners, known as the "Fire Services Network" to ensure the safe and effective delivery of fire-rescue services through core fundamentals of incident command, common terminology, equipment, training, dispatch protocols, radio system, and response assignments.

B. The term of this Agreement shall commence on October 1, 2011 and shall remain in effect unless terminated as identified in Section 11 of this Agreement.

Section 2. Definitions. For purposes of this Agreement, the terms listed below shall have the following meanings:

A. Alachua County Department of Public Safety (ACDPS): The County department charged with the responsibility for providing and/or coordinating Emergency Management, Enhanced 911, and Fire Rescue Services.

B. CCC: Alachua County Combined Communications Center.

C. First Response Rescue Services; The initial fire based non-transport response to requests for medical assistance for accident victims and health related incidents.

D. Standard Communications Protocol: A step-by-step approach to radio communication which uses "plain language" and is based on uniform standards developed and/or adopted by the County.

E. Incident: A call for fire suppression or first response services to a given location, regardless of the number of apparatus responding.

F. District Chief: That person who is employed by ACDPS and who is designated to assume and assign command and control of emergency incidents.

Section 3. Fire Suppression and First Response EMS/Rescue Services.

A. Service Provider and Service Area. The WVFD shall provide the initial response and support to all fire suppression and EMS/rescue incidents in the County as dispatched by the Combined Communication Center (CCC).

B. Incident Command. Command and control of every incident shall comply with the National Incident Management System.

C. Level of Service (LOS) Standards.
   1. Unit response within one (1) minute of dispatch (completion of the initial page).
   2. All personnel must meet Florida firefighter certification requirements, and first responder (volunteer) or emergency medical technician (paid) requirements.
   3. Responding Engine, Brush, or Squad unit(s) staffed with two (2) personnel, Tanker staffed with one (1) person.
   4. When responding from the home Station, the initial first response unit must arrive on scene within twelve (12) minutes from dispatch 80% of the time.
   5. Apparatus assignment to incidents shall be in accordance with CCC dispatch protocols.

Section 4. Dispatch Protocols. The WVFD shall comply with County dispatch protocols. The WVFD Chief may make protocol recommendations. Dispatch protocols shall be developed by ACDPS. Final authority to approve and implement dispatch protocols lies solely with the Director of Public Safety.

Section 5. Equipment and Staff.

A. The WVFD shall provide the equipment and staff necessary to perform its duties under this Agreement.

B. To ensure compatibility and interoperability with the Fire Services Network the WVFD equipment and operating procedures shall not be inconsistent with or in conflict with that used or adopted by the County.

C. The County shall provide a complement of BLS disposable medical supplies (used by rescue units) utilized by the WVFD's primary fire apparatus responding under this Agreement. The County shall resupply consumable supplies as the supplies are used during emergency incidents occurring within the County with ACDPS.

Section 6. Other Agreements. This Agreement shall have priority over any other agreement as related to the provision of fire suppression and first response EMS/rescue services in Alachua County.

Section 7. Dispatch Services. The County will provide central receipt of emergency calls, dispatching of units per the dispatch protocol, and voice radio communications.

Section 8. Communications Equipment. The County will provide the following communications equipment:

A. Mobile and portable radios – mobile and portable radios will be provided to the WVFD for the exclusive use when responding to incidents dispatched by Alachua County. The actual number of radios provided shall be determined by the Director of Public Safety with consultation of the WVFD representative. The number of radios provided by the County will not exceed ten (10).

1. The County will provide for access for the County owned radios to the Countywide Radio System (CRS). The County shall be responsible for all maintenance, replacement, installation/removal, and repair costs of the radios owned by the County. All mobile radios are to be installed in primary emergency response apparatus by authorized technicians.

2. Additional mobile and portable radios may be purchased by the WVFD, but must meet the specifications and have full operability with the CRS. The WVFD shall reimburse the County for all maintenance, replacement, installation/removal, and repair costs of the radios owned by the WVFD. The WVFD will be solely responsible for any additional monthly CRS access fees for additional WVFD owned CRS capable mobile radios.

B. Pagers The County may provide pagers for notification and recall of fire department personnel. The actual number of issued pagers will be determined by the Director of Public Safety with consultation of the WVFD's representative. The County shall be responsible for all maintenance, replacement, and repair costs of the pagers owned by the County. The WVFD shall reimburse the County for maintenance, replacement, and repair costs of any pagers owned by the WVFD.

C. A list of all County-owned communications equipment provided to the WVFD is attached as Exhibit "A" to this Agreement. This Exhibit may be modified from time to time without the necessity of amending this Agreement.

Section 9. Method of Payment.

A. The County shall pay the WVFD a total amount of $59,268 annually for the term of this Agreement.

1. Payments to the WVFD shall be made in twelve (12) equal payments made on a monthly basis in accordance with the provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30th of the month that the payment is due.
2. Violation of any term or condition of the Agreement shall result in a deduction from the invoiced amount at the rate of $252.20/incident.

B. The County shall also continue to provide funding of items listed below for the WVFD's participation in the Fire Services Network:

1. Administrative oversight and management of the Fire Services Network.
2. Replenishment of Disposable Medical supplies.
3. Access to and use of the Countywide Radio System.
4. Mobile and portable radios and pagers.
5. Dispatch and radio communication services.

C. The annual flat rate amount and the reciprocal rate may be renegotiated during the budget process of each fiscal year.

1. Negotiation must be concluded and amounts agreed upon and notice provided no later than April 1st of the current fiscal year.
2. Upon agreement on the amount(s), each party shall provide Notice (Per Section 17) to the other of the agreed upon amount(s). The Department of Public Safety shall provide Notice on behalf of the County and the WVFD President shall provide notice on behalf of the WVFD.
3. The new amount(s) shall be in effect on the first day of October of each year the Agreement is in effect.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

Section 11. Default and Termination. This Agreement shall be effective on October 1, 2011 and remain in effect until terminated as follows:

A. If either party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, the other party shall give a written notice to the party in default stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the Administrating Officials of each party shall meet to resolve the dispute.

B. This Agreement will remain in effect until affirmatively terminated by either or both parties to the Agreement. Except as provided for in Section 11 (A) above, either party may terminate for convenience the Agreement by giving the other party written notice on or before May 31st of the preceding calendar year.

Section 12. Insurance. Each party agrees to provide the other party with copies of certificates of insurance for all coverage's in effect throughout the term of this agreement and will provide thirty (30) days notice of any cancellation or amendment to such insurance coverage's.

Section 13. Liability. Each party shall be solely responsible for the negligent acts or omissions of its employees, volunteers, and agents which in any way relate to or arise out this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or provisions of 768.28, Florida Statutes. This agreement does not create any relationship with, or any rights in favor of any third party.

Section 14. Service Disputes. The County and WVFD shall each appoint one representative whose responsibility shall be to review and resolve any and all service

disputes. The Representatives must be from an operational Chief level classification. Repeat, habitual, and unresolved disputes will be forwarded to the attention of the Public Safety Director and President of the WVFD, Inc.

Section 15. Filing of Agreement. The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the official records of Alachua County, as required by Section 163.01(11), Florida Statutes.

Section 16. Applicable Law. The laws of the State of Florida shall govern this Agreement; venue is Alachua County, Florida.

Section 17. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either Party to the other Party shall be in writing and, sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's representative and the WVFD's representative are:

County:
Randall H. Reid, County Manager
Alachua County, Florida
PO Box 2877
Gainesville, FL 32602-2877

WVFD:
James V. Arnette III, President
1401 SE CR234
Gainesville, FL 32641

Section 18. Non-Waiver. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this Agreement.

Section 19. Severability. If any provisions of this Agreement shall be declared illegal, void, or unenforceable the other provisions shall not be affected but shall remain in full force and effect.

In **Witness Whereof,** the Parties hereto have caused this Agreement to be executed on the day and year first written above.

Alachua County, Florida

By: _____

Lee Pinkoson, Chair
Alachua County Board of County Commissioners

APPROVED AS TO FORM

_____

Alachua County Attorney's Office

Attest:

By: _____

J. K. "Buddy" Irby, Clerk

WVFD, Inc. Windsor, Florida

By: _____

James V. Arnette III, President
WVFD, Inc., of Windsor, Alachua County, Florida

Attest:
By: _____

July 12, 2011 Regular BoCC Meeting
Agenda Item #41

Title
Public Safety: Interlocal Agreement between Alachua County and the City of Alachua regarding Fire and Rescue Services (Amended)

Amount
$632,496.00 Revenue

Description
Request Approval of the Interlocal Agreement between Alachua County and the City of Alachua for Fire and Rescue Services

Recommendation
Approve the Interlocal Agreement between Alachua County and the City of Alachua for Fire and Rescue Services

Alternative(s)
Disapprove the Interlocal Agreement and direct staff

Requested By
Ed Bailey 384-3101

Originating Department
Public Safety

Attachment(s) Description
Interlocal Agreement between Alachua County and the City of Alachua for Fire and Rescue Services

Documents Requiring Action
Interlocal Agreement between Alachua County and the City of Alachua for Fire and Rescue Services

Executive Summary
On August 28, 2001, the City of Alachua and Alachua County entered into a new interlocal agreement for fire suppression and emergency medical services. Both parties wish to enter into a new interlocal agreement with payment from the City based on the City's portion of calls (74%) multiplied by the estimated annual operating costs of Station 21 located in the City of Alachua ($790,943). The City's base cost estimate for FY12 is $585,298. In addition, the City will reimburse the County for responses provided by the City of Gainesville Fire Rescue and the City of High Springs Fire Department when Station 21 is busy on another call within the City of Alachua. This additional cost is estimated at $47,198. The total estimated revenue from the City of Alachua for FY12 is $632,496.

Background
Alachua County and the City of Alachua have enjoyed a partnership agreement for Fire Suppression and Initial Emergency Medical Services since 1988. The current interlocal agreement, executed on August 28, 2001, allows the County to staff Station 21 and the City pay a share of the operating costs based on the ratio of responses within the City in the defined response district. The City of Alachua participated and supported the implementation of the Fire Assessment as a funding source for Fire Services. The City of Alachua made FY11 funding decisions and allocations under the assumption that the County would implement the Fire Assessment. On October 1, 2010, the Second Amendment to the 2001 Interlocal Agreement amended the payment from the City to the County to $475,000.00. This is an amount similar to what the Fire Assessment would have generated within the City

of Alachua. The current agreement expires on September 30, 2011. The new interlocal agreement attached is the outcome of several meetings between City and County staffs. The City of Alachua approved the agreement on June 27, 2011. Under this agreement, the County would continue to operate the Fire Rescue station located in the City of Alachua. The City would pay a Fair Share based on the estimated station costs ($790,943) multiplied by the percentage of calls within the City (74%). The City's base cost for Fire Rescue Services for FY12 is $585,298. The interlocal agreement also includes reimbursement from the City to the County for costs incurred from responses provided by the City of Gainesville Fire Rescue and the City of High Springs Fire Department when they respond within the City limits and Station 21 is busy on a response within the City. The estimated cost of these reimbursable responses is $47,198. The total estimated revenue from the City to the County for FY12 is $632,496.

Issues
The term of the agreement begins on October 1, 2011 and shall remain in effect until terminated by either party.

Fiscal Recommendation
$632,496 revenue

Fiscal Alternative(s)
n/a

Funding Sources
MSTU-Fire Fund

Account Code(s)
011-5480-342.20-00

Attachment: Alachau Fire Supression Final.pdf

INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF ALACHUA REGARDING FIRE AND RESCUE SERVICES

This agreement is entered into this 12th day of July, 2011 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and the City of Alachua, a municipal corporation, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the County and the City are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

WHEREAS, the County currently funds and operates the Department of Public Safety with the responsibility for the fire and rescue services in the unincorporated areas of Alachua County and within the municipal boundaries of the City; and

WHEREAS, both the City and the County deem it appropriate and in furtherance of the public health, safety and welfare to enter into an interlocal agreement for the purpose set forth above.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective from October 1, 2011, and shall remain in effect until terminated in accordance with Section 9, herein.

2. **Duties of the City**. The City shall have and perform the following duties, obligations, and responsibilities:

A) Provide the facility (fire station) located at 15040 NW Hwy 441 Alachua, FL 32615 for the exclusive use of the County for the duration of this Agreement. Facility may be used by Elections staff as needed.

B) Maintain the Facility and keep the major building systems (HVAC, etc...) in good repair.

C) Maintain Insurance on the facility.

3. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities:

A) The County will provide the following services within the City; fire protection, rescue, first response advance life support emergency medical response, and fire prevention services.

B) Minimum staffing at the Station will be at levels effective 01/01/11.

C) The County will ensure that the level of service provided in the City is the same level of service that the County provides within the Municipal Services Taxing Unit for fire protection services.

D) The County will pay for utility services to the station.

E) The County agrees to cooperate with the continuation of community activities and services traditionally provided by the Alachua Fire Department. Examples include, but are not limited to, participation of fire personnel and equipment in parades and other community celebrations; providing education services to the local schools such as accommodating field trips to the fire station.

4. **Service Disputes.**

The County and City shall each appoint one representative whose responsibility shall be to review and resolve any and all service disputes. Repeat, habitual, and unresolved disputes will be forwarded to the attention of the Public Safety Director and City Manager.

5. **Method of Payment.**

A) The County and City shall share the cost of providing fire and emergency rescue services according to the distribution of calls between the unincorporated area and the incorporated area, as documented by the Computer Aided Dispatch System (CADS).

1) The percentage share of funding for the City shall be evaluated each year based on the previous fiscal year calls.

2) The City shall pay the County $585,298 in twelve equal monthly payments of $48,774.83 for services provided (Attached Exhibit A).

B) The City shall reimburse the County for costs incurred from responses provided by the City of Gainesville Fire Rescue Department into the municipal boundaries of the City when the primary unit (Engine 21) is busy on another response in the municipal boundaries of the City. The County shall send address information for each billable response.

C) The City shall reimburse the County for costs incurred that resulted from responses provided by the City of High Springs into the municipal boundaries of the City when the primary unit (Engine 21) is busy on another response in the municipal boundaries of the City. The County shall send address information for each billable response.

D) In the event this agreement is terminated pursuant to Section 9 of this Agreement a prorated share of funds shall be payable until the date of termination.

E) Monthly payments will be due by the 15th of the month following the month service was delivered. The City shall submit monthly payments to:

Board of County Commissioners
J.K. Irby, Clerk
P.O. Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

6. **Notice.** Except as otherwise provided in this agreement any notice of default or termination from either party to the other party must be in writing and sent by

certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, City and County representatives are:

County: Randall Reid
County Manager
PO Box 2877
Gainesville, FL 32602

Suzanne Gable, Director
Alachua County Office of Management and Budget
PO Box 2877
Gainesville FL 32602

City: The Honorable Gib Coerper, Mayor
City of Alachua
P.O. Box 9
Alachua, FL 32615

Traci Cain, City Manager
City of Alachua
P.O. Box 9
Alachua, FL 32615

A copy of any notice, request or approval to the County must also be sent to:

J.K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

7. **Liability.** Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

8. **Insurance.**

A) The County represents that it is self funded for liability insurance in accordance with Section 768.28, Florida Statutes. The County hereby assumes responsibility for, and hereby agrees to indemnify and hold the City harmless from any and all liability, claims, or damages imposed on the City up to the monetary limits provided in Section 768.26, Florida Statutes, arising out of or in connection with the negligent acts, omissions, or misconduct of the County and its agents or employees relating to the responsibilities of the County and the services to be provided by the County under this agreement.

B) The City hereby assumes responsibility for, and hereby agrees to indemnify and hold the County harmless from any and all liability, claims, or damages imposed on the County up to the monetary limits provided in Section 768.28, Florida Statutes, arising out of or in connection with the negligent acts, omissions, or misconduct of the City and its agents or employees relating to the responsibilities of the City under this agreement. The City agrees to maintain insurance coverage, either through self-insurance or commercial policy, on their property identified utilized as part of this Agreement, to include premises liability in the amount to ensure full replacement.

C) Each party agrees to provide the other with copies of the certificates of insurance for all coverage's in effect throughout the term of this agreement and will provide the other with thirty (30) days notice of any cancellation or amendment to the insurance coverage's.

9. **Default and Termination**.

A) This Agreement shall be effective on October 1, 2011 and remain in effect until terminated as follows:

1) If either party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, the other party shall give a written notice to the party in default stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the other party shall send a notice of intent to terminate, effective no earlier than 120 days. Within 30 days of the notice of intent to terminate, the Administrating Officials of each party shall meet to resolve the dispute.

B) Termination Due to Funds Availability. The performance of any and all provisions of this Agreement by the City and County are expressly conditioned upon the availability of funds lawfully appropriated and budgeted to carry out the purpose of this Agreement. In the event an either party anticipates an unavailability of funds, then that Party may terminate this Agreement, effective at midnight on the next September 30th, by providing written notice no later than May 31st. Each Party is the sole and final authority as to the availability of funds for such Party. The each party is obligated to pay all funds due prior to the date of a termination.

C) This Agreement will remain in effect until affirmatively terminated by either or both parties to the Agreement. Except as provided for in Section 9 (A) and (B) above, either party may terminate for convenience the Agreement by giving the other party written notice on or before May 31st of the preceding year.

If the County or City terminates the Agreement without cause by just providing the notice set forth above, each party agrees to negotiate in good faith to establish a method to provide fire protection services in the City and the unincorporated area in the vicinity of the City.

10. **Laws & Regulations**. Both parties will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The party is presumed to be familiar with all state and local laws,

ordinances, code rules and regulations that may in any way affect the work outlined in this agreement.

11. **Assignment of Interest.** Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

12. **Successors and Assigns.** The County and City each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

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

14. **Non Waiver.** The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

15. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

16. **Attachments.** All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

17. **Amendments.** The parties may amend this agreement only by mutual written agreement of the parties.

18. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

19. **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.

20. **Recording of Agreement.** The County, upon execution of this agreement by all parties, shall record this interlocal agreement in the public records of Alachua County, Florida.

21. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Alachua County Attorney

CITY OF ALACHUA

By: _____
Gib Coerper, Mayor

ATTEST:

_____
Traci Cain, City Manager

APPROVED AS TO FORM AND LEGALITY:

_____
City of Alachua Attorney

DRAFT ESTIMATE ONLY DRAFT

Cost of City of Alachua Fire Rescue Services
Cost Estimates for FY2011/12

Estimated FY2011/12 Operating Budget:	
Station 21	
Personal Services	706,313
Operating Expenditures	84,630
FY2011/12 Estimated Station 21 Costs	790,943
City Share 74%	585,298
Additional Service Expenditures:	
Estimated Cost of City of Gainesville Responses FSAA (41 @ $798)	32,718
Estimated Cost of High Springs Calls (40 @ $362)	14,480
Total Additional Service Expenditures (Estimate)	47,198
Total Estimated FY2011/12 Recurring Operating Cost of City of Alachua Fire Rescue Services	632,496

NOTES:

Estimates assume no increase over FY10/11 expenditures; base salaries of positions used for estimates.
FY09/10 Call statistics used (total calls)
City of Gainesville rate per response based on FY09/10.
Responses by other units due to E21 being on County Calls have NOT been deducted.

Station 21 FY09/10 Responses:	
In City Limits	1,075
Unincorprated	387
Other	-
Total Responses	1,462
City (1,075) %	74%

Total Response within the City:	
E21	1075
City of Gainesville	41
City of High Springs	40
Town of LaCrosse	17
Department of Public Safety	72
	1245

U:\Alachua\Cost Estimate for FY11 01032011
Estimate 01102011