SUPPLEMENTAL AGENDA

August 9, 2011

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

ITEM TO BE MOVED FROM CONSENT TO THE REGULAR MEETING

- ***ITEM # 32:*** *Construction Manager at Risk for the Alachua County Courthouse HVAC Renovation , per Commissioner Baird* ***(to follow Item # 17)***
- ***ITEM # 36:*** *Lease Agreement with Holbrook Group for Office Space for EPD , per Commissioner Baird* ***(to follow Item # 32 above)***
- ***ITEM # 40:*** *Construction Management "At Risk" Agreement with Peter Brown Construction for the Construction/Installation of the HVAC and Roof Project at the County's Jail , per Commissioner Baird* ***(to follow Item # 36 above)***
- ***ITEM # 59:*** *NSP Land Use Restriction Agreements , per Commissioner Baird* ***(to follow Item # 40 above)***
- ***ITEM # 60:*** *NSP Construction Agreement with Florida Homes , per Commissioner Baird* ***(to follow Item # 59 above)***

#39 Quarterly Hiring Activity Report for the 3rd Quarter of FY 2010-2011
~~Regular~~ A. Deferred

37 Deferred

58 Regular

August 9, 2011 Regular BoCC Meeting
Agenda Item #6

Title
Length of Service Milestone Recipients (Amended).

Amount
N/A

Description
Request to recognize County Employees who have reached a Length of Service or Career Milestone in July, 2011.

Recommendation
Recognize County Employees that have reached a Length of Service or Career Milestone in July, 2011.

Alternative(s)
Do not Recognize County Employees that have reached a Length of Service or Career Milestone in July, 2011.

Requested By
Kim Baldry, 374-5219

Originating Department
Administrative Services/Human Resources

Attachment(s) Description
List of Employees who have reached a Length of Service or Career Milestone in July, 2011

Documents Requiring Action
N/A

Executive Summary
N/A

Background
The County recognizes all employees who have reached a milestone year of service (5, 10, 15, 20, 25, 30, 35 or 40) at an annual awards ceremony following the year the milestone year of service was attained. Also recognized at that event are employees who have achieved outstanding or exemplary attendance for the previous calendar year. In an effort to provide a timely recognition of employees who have reached a milestone year of service, we are recognizing the employees on the attached list who reached their milestone year in July of 2011. These employees will be invited to the Annual Employee Recognition Ceremony to be held in 2012 here they will be presented with a certificate attesting to their length of service, as well as any other recognition mementos presented to employees attaining that milestone year of service. The County also wishes to recognize employees who have recently achieved a career milestone in their field. These employees and their achievements will be introduced by their respective Department Directors.

Issues
Providing Length of Service Pins is a form of employee recognition that contributes to increased morale. Failure to recognize and show appreciation for employees may result in a decrease in morale and overall efficiency.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: july 10 emp.pdf

LENGTH OF SERVICE PINS
MILESTONE YEAR OF SERVICE REACHED
July, 2011

5 Years

Public Safety:	**Edward Batton**
Public Works:	**Shirley Anderson**

10 Years

Environmental Protection:	**Christopher Gilbert**
Growth Management:	**Mary-Alice Philman**
Public Works:	**Randy Loock** **Billy Suggs**

15 Years

Public Safety:	**Cheryl Anderson**
Public Works:	**Milton Towns**

25 Years

Public Works:	**Bruce J. Studstill**

30 Years

Public Works:	**Barbara Allen**

August 9, 2011 Regular BoCC Meeting
Agenda Item #7

Title
Gainesville/Alachua County Art in Public Places Trust - Appointment of Two Citizens (Amended)

Amount
N/A

Description
Consider the appointment of two citizens to the Gainesville/Alachua County Art in Public Places Trust, one as a professional in the field of art, and one as art historian. Both positions' terms end September 2013.

Recommendation
Appoint two citizens to the Gainesville/Alachua County Art in Public Places Trust, to terms ending September 2013. One to the 'Professional in the field of art' position and one to the 'Art Historian' position.

Alternative(s)
Continue to advertise positions.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

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

Documents Requiring Action
N/A

Executive Summary
There are two vacancies on the Art in Public Places Trust, and three citizens have applied.

Background
The Art in Public Place Trust is a five-member advisory committee whose members are appointed by both the City of Gainesville (3 members) and Alachua County (2 members). This committee was established to manage the Art in Public Places Trust Fund and oversee the purchase of public art. The Trust reviews proposals and submits recommendations to the City Commission in accordance with the Public Art Master Plan. Members are appointed to 3-year terms. Professional in the Field of Art – appoint one to a term ending September 2013: 1) James Miller, d.b.a. Turbado Marabou Art Historian – appoint one to a term ending September 2013: 1) Amy Dickerson 2) Anna Heineman

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: APPT Membership.pdf
Attachment: DickersonA Art Educator with CV.pdf
Attachment: 2011 Tally Sheet.pdf
Attachment: HeinemanA with CV.pdf
Attachment: Attendance.pdf
Attachment: MarabouT Art Prof with Resume.pdf

#7

COMMITTEE: Gainesville/Alachua County Art in Public Places Trust 08/09/11

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Professional in the field of art -- appoint one to a term ending September 2013:					
James C. Miller d.b.a. Turbado Marabou					
Art Historian – appoint one to a term ending September 2013:					
Dr. Amy Dickerson					
Dr. Anna Heineman					

Art in Public Places Trust STAFF: John Pricher - (352) 374-5260 STAFF: Roland Loog - (352) 374-5260				3 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 10/23/2007 Previous member: O'Connor, Mallory M 9/30/2010 Category: Art Historian		9/30/2013		County
VACANT Appt Date: 10/23/2007 Previous member: Nagy , Rebecca 9/30/2010 Category: Professional in the field of art		9/30/2013		County
Report Date: 7/25/2011 @ 3:40 PM				

Gainesville/Alachua Arts in Public Places Trust
Staff Liaison: John Hayes, Margie Roland

Member	Position	Mbr Start	Mbr End	2/1/2011	3/1/2011	4/1/2011	5/1/2011	6/1/2011	7/1/2011	Meetings Attended
Nagy, Rebecca - continues to serve	Professional in the field of art	10/23/2007	9/30/2010	P	A	P	P	A	A	3 of 6
O'Connor, Mallory - continues to serve	Art Historian	10/23/2007	9/30/2010	P	P	P	P	A	A	4 of 6
Nesmith, Laura	City appointee			P	P	P	P	P	P	6 of 6
Warinner, Bill	City appointee			A	A	P	A	P	P	3 of 6
West, Ellen	City appointee			P	P	P	P	P	P	6 of 6

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

received 5-24-11

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Art in Public Places Trust

Board Position (type of position/category): Art - Educator, Administrator

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: Amy Vigilante Dickerson

ADDRESS: 5718 SW 89th Drive CITY: Gainesville ZIP CODE: 32608

E-MAIL ADDRESS: amyv@arts.ufl.edu TELEPHONE: HOME: 336 6500 OFFICE: 273 3041

OCCUPATION: Director, University galleries PLACE OF EMPLOYMENT: UF

EDUCATION: PhD Art Education, MFA Painting PROFESSIONAL ORGANIZATIONS: FAPAP, FAMDA, NAEA

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? 14 yrs If no, what county? ___

Are you currently serving on a board?
No ☒ Yes ☐ Name of board(s): Florida Assoc. of Public Art Administrators

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Worked for City of Gainesville as Art in Public Places Coordinator for 7 years, managed county courthouse project.

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Have run UF's Public Art Program for past 9 years.

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

I have a very strong public art background. Have managed many projects. Know many artists and professionals in this field.

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 26, 2011 (DATE) _____ (SIGNATURE)

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

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ☐ NO ☐ May 26, 2011 (DATE) _____ (SIGNATURE)

Rev. 10/2008

Amy Vigilante Dickerson
5718 SW 89th Drive
Gainesville, Florida 32608
352.336.6500/352.273.3041/352.316.6465
amyv@arts.ufl.edu

Education:

- Ph.D. Florida State University, Tallahassee, Florida
  Art Education, 1989
- Ed.S. Florida State University, Tallahassee, Florida
  Educational Administration and Supervision, 1985
- M.F.A. Florida State University, Tallahassee, Florida
  Studio Art (Painting), 1980
- B.A. Hampshire College, Amherst, Massachusetts
  Fine Arts (Painting) / Special Education, 1977

Professional:

2002- Director, University Galleries, School of Art and Art History
Director, Florida Art in State Buildings Program
University of Florida, Gainesville

1994-2002 Thomas Center Galleries Director
City of Gainesville, Department of Culture Affairs, Gainesville, Florida
Art in Public Places Coordinator
Gainesville/Alachua County, Florida

1995-2002 Florida Association of Local Arts Agencies, Mentor, Consultant

1994-1999 Grant Writer
Marion County Public Schools Foundation, Ocala, Florida

1993-1997 Regional Arts Consultant (and program creator), UACAP (Underserved Arts Community Assistance Program), Florida State University Center for Arts Administration, Tallahassee, Florida

1994-1995 Art in Public Places/Programs Coordinator, Curator for City Hall and Airport Galleries, Cultural Resources Commission, Tallahassee, Florida

1994	Grants Writer, Florida State University, Center for Arts Administration, Tallahassee, Florida Art Specialist, Leon County Schools, Tallahassee, Florida Art Specialist, Very Special Arts Florida, Tallahassee, Florida
1991-1994	Curator of Exhibitions, Collections, and Education Brevard Art Center and Museum, Melbourne, Florida
1993-1994	Adjunct Professor, Drawing, Brevard Community College Melbourne, Florida
1990-1991	Arts Consultant, Florida Department of State, Division of Cultural Affairs, Tallahassee, Florida Created UACAP Program, resurrected Florida Design Arts Awards, Administered Florida Artists Hall of Fame and Arts Recognition Awards Organized first ACE (Arts for a Complete Education) committees
1990	Adjunct Professor, Art Education, Florida A & M University, Tallahassee, Florida
1987-1990	Adjunct Professor, Teaching Assistant, Art Education, Florida State University, Tallahassee, Florida
1986-1987	Teacher, Elementary Art, Fulton County Public Schools, Atlanta, Georgia
1985-1986	Teacher, Special Education, Peachford Hospital, Atlanta, Georgia
1980-1985	High School Principal, Art Teacher Anneewakee School, Carrabelle, Florida

Publications:

Future Intersections; Dynamic Roles for Academic Museums
Museum History Journal, January, 2011 (Volume 4, Number 1, pp. 93-106)

Paper presented at National Art education Conference, March, 2011, Seattle, Washington

Integrating Thinking through Aesthetic Learning Academic Exchange Quarterly, Fall, 2009 (Volume 13, Issue 3, pp. 197-203) Refereed Proceedings: Double-blind-peer-reviewed

Paper presented at Association of Academic Museums and Galleries in Los Angeles, May, 2010.

Vigilante, A. R. (1990). An examination of the effects of an aesthetic scanning teaching strategy on the art performances of select sixth-grade students (Doctoral dissertation, Florida State University, 1989). Dissertation Abstracts International, 50/12, 3831. (quantitative research)

Florida State University Department of Art Education, Teaching and Learning, 1989
Two hypotheses were proposed. Research compared six sets of data in a series of matrices to determine correlations between performances in differing educational treatments and tests/evaluation measures. Scores in IQ, standardized school exams, grades in art, performance in drawing and art vocabulary and the group embedded figures test, a measurement of cognitive style. The cognitive style data turned out to be significant statistically.

Vigilante, A. R. (1990-1991). Educational pamphlets for teachers;

- Dyslexia
- Effective School Discipline
- How to be a School Volunteer
- Improving Children's Self Esteem
- Improving Reading Comprehension
  (Published by the William Gladden Foundation, New York)

Exhibition Catalogs:

Jon Corbino; A Timeless Tradition, for Brevard Art Center and Museum, full length essay, 1993

Henri Matisse; Prints for limited edition of Homer's Odyssey; Collection of Drs. Ashley White; organized show for travel, 2001

Thinking in Line; A Survey of Contemporary Drawing (New York City artists), 2003

The Object of Time: Charting a Decade, Paintings by Leslie Wayne; Sculpture by Don Porcaro, 2004

Greater than the Sum; Selections from the Craig Robins Collection of Contemporary Art, 2005

Just Suppose: Photographs by Jerry Uelsmann and Maggie Taylor, 2007

Florida Fellowship Exhibition 2006, 25 Florida artists, travel through state for two years, 2007

DVD Produced; *The Best of Jim Roche: Multiple Voices,* 2006

Grants Funded:

- National Endowment for the Arts, Local Arts Agencies Technical Assistance Program, $25,000, 1994
- Florida Department of Juvenile Justice, Take Stock in Children, $45,637, $2,080, 1997; $32,500, 1998; $33,750, 1999
- Florida Department of Education, Academic Achievement Trust Fund $8,620, 1997; $30,000, 1998
- Florida Department of Education, Challenge Grant, $10,000, 1998
- Bellsouth, Take Stock in Children, $56,000, 1999
- Home Depot, Take Stock In Children, $16,000, 1999
- Coca Cola Foundation, Take Stock in Children, $30,000, 1998
- Florida Humanities Council, "Saving Grace," $2,500, 2001
- University of Florida International Center, "Rucksack II, $1,500, 2004
- Florida Department of State, "The Force," $5,000, 2004
- Florida Department of State, "The FBI Files," $5,500, 2005
- Florida Department of State, "Jim Roche Experience," $12,500, 2006
- Florida Department of State, "Just Suppose," $8,000, 2007
- Florida Department of State, "Roar of the Crowd," $10,000, 2008
- University of Florida International Center, "Roar of the Crowd," $1,500, 2008
- University of Florida International Center, "Most Serene Republics," $1,500, 2010
- University of Florida Center for Humanities and the Public Sphere, New and Destroyed Works," $1,500, 2011

Highlighted Consultant Activities:

- Wrote the Lake County Cultural Arts Plan for incorporation into the Lake County Comprehensive Plan, 2000

- Wrote City of Gainesville Public Art Plan for incorporation into City Comprehensive Plan, 2001

- Had the first piece of children's art (a quilt by physically challenged children) flown on a space mission; Shuttle Orbiter Atlantis, 1994

- Administered Major community based public art projects in Gainesville: Solar Walk on 8th Avenue in conjunction with Alachua Astronomy Club, Glass work in Alachua County Criminal Courthouse in addition to many projects in City Buildings

Select Honors:

- Who's Who of American Women, 1996
- Grant Panelist, Florida Department of State, Division of Cultural Affairs, 1994
- Who's Who in American Education, 1993
- Grant Panelist, South Carolina Arts Commission, 1993
- State of Florida Individual Artist's Fellowship, 1992
- Merit Award, Riverside Art Exhibition, Jacksonville, Florida, 1991
- Merit Award, Orlando Museum of Art, Orlando, Florida, 1990
- Five consecutive teaching assistantships
  Florida State University, Tallahassee, Florida, 1987-89
- Juror for 77 Art Shows in the Southeast, 1989-2007

Professional Activities:

- Curator, Florida Visual Arts Statewide Fellowship Exhibition, 2006
- Board Member, Florida Association of Public Art Administrators, 1997-
- Member; Florida Art Museums Directors Association
- Board Member, Florida Craftsmen Statewide Organization, 2002-2003
- Board Member, Ocala Arts and Science Coalition, Ocala, Florida, 1996-1998
- Prevention Through the Arts Task Force, National Endowment for the Arts, Florida Department of Education, Florida Department of State, Division of Cultural Affairs, 1995
- ACE (Arts for a Complete Education) Steering Committee (created and named this program for State in 1990), 1993-1996
- Teacher, Arts Program, Florida State University, Tallahassee, Florida, 1979
- Florence Program, Florida State University, Florence Italy, 1975
- Director, Centrum Art Gallery, Hampshire College, Amherst, Mass., 1974-1975

Florida Teaching Certification:

Administration and Supervision, 7-12 and Art K-12 through June, 2018

Quilt Exhibitions:

- Solo Show, *Crazy Eights*, Okaloosa Walton College, Niceville, Florida, September, 2010
- Two-person Show, *Stories in the Making*, Oak Hall School, Gainesville, March, 2010
- Three-person Show, *Threading the Needle*, Florida Craftsmen, St. Petersburg, June, 2010
- Group Show, *Apparatus*, Icehouse Gallery, McIntosh, Florida, April, 2010
- Group Show, *Hampshire College Alumni Exhibition*, Amherst, Massachusetts, June, 2010

Painting Exhibitions:

Gainesville Regional Airport, Gainesville, Florida, 2004 (solo show)
Von Liebig Art Center, Naples, FL, All Florida Juried Exhibition, 2002
Chiaroscuro Gallery, Juried Exhibition, Mt. Dora, FL, 2001
High Springs Gallery, High Springs, FL, 2001 (solo show)
Hippodrome State Theatre, Art, Gainesville, FL, 2000 (invitational)
Hippodrome State Theatre, Gainesville, FL, 2000 (solo show)
International Juried Show, Erector Square Gallery, New Haven, CT, 1999
Cultural Resources Commission, Artport Gallery, Tallahassee, FL (solo show)
Harris House Gallery, New Smyrna Beach, FL, 1999 (two person show)
Santa Fe Community College Gallery, Gainesville, FL, Juried Exhibition, 1998
Boca Raton Museum of Art, 47th All Florida Juried Exhibition, 1998
Points of the Compass, Juried Exhibition, Florida State University Museum, 1998
Stetson University Gallery, Deland, FL, 1997 (solo show)
Vero Beach Center for the Arts, 1997 Florida Competitive, Vero Beach, FL, 1997
Navarro Juried Art Show, Corsicana, TX, 1996
Smallworks Invitational, Valencia Community College, Orlando, FL, 1996
R Gallery, Gainesville, Florida, 1996 (solo show)
Bay Annual Juried Show, Visual Arts Center of NW Florida, Panama City, FL, 1996
Brick City Center for the Arts, Ocala Florida, Water Show, 1996
621 Gallery, Tallahassee, FL, 1995 (solo show)
Colquitt County Art Center, Moultrie, GA, 1995 (solo show)
Red Dog Institute, Seaside, FL, 1995 (solo show)
Le Pique Assiette Gallery, Point Washington, Florida, 1995
621 Gallery, Tallahassee, March, 1995 (Solo Show)
Colquitt County Art Center, Moultrie, Georgia, 1995 (Solo Show)
Birmingham Artists League Juried Show, Alabama, 1995
Thomasville Cultural Center Juried Show, Georgia, 1995
Capitol Complex Exhibition, Division of Cultural Affairs, Tallahassee, 1995 (Solo Show)
Palmetto House Gallery, Melbourne, Florida, 1995 (Solo Show)
SOHO Gallery, Woman to Woman Juried Show, Pensacola, Florida, 1995
Bay Annual Juried Show, Visual Arts Center of NW Florida, Panama City, Florida, 1995
Mt. Dora Center for the Arts, Juried Show, Mt. Dora, Florida, 1995
Sarasota Visual Art Center, Juried Show, Sarasota, Florida, 1995
Annual Armageddon Show, 621 Gallery, Tallahassee, Florida, 1994
Railroad Square Artists Co-op Show, Tallahassee, Florida, 1994
Alumni Collectors Show, University of Florida, Gainesville, 1994
Annual Juried Show, Orlando Museum of Art, Orlando, 1990, 1994
Eye of the Lizard Gallery Juried Show, Vero Beach, 1994
Smallworks Juried Show, Valencia College, Orlando, 1993
Audio Video Interiors, Melbourne, 1992 (solo show)
Florida Fellowship Show, traveled throughout state, 1992
Allied Artists Juried Show, New York, 1991
Wyndy Morehead Fine Arts, New Orleans, 1989, 1990

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3388

Name of Advisory Board/Committee:
Art in Public Places Trust

Applying For:
Art Historian

First Name:
Anna

Middle Initial:
M

Last Name:
Heineman

Suffix:

Address:
2120 NW 7th Street

City:
Gainesville

Zip Code:
32609

E-Mail Address:
anna.m.heineman@gmail.com

Home Phone:
641-990-0950

Work Phone:

Ext:

Occupation:
Art Historian

Place of Employment
University of Florida

Education:

Ph.D. - University of Iowa
Art History - May 2010

M.A. - University of Iowa
Art History - Dec. 2004

B.A. - Luther College, Decorah, Iowa
Art - May 2002

Professional Organizations:

Member of College Art Association, Member of Public Art Dialogue

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

15 months

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

2010: Inducted into the Princeton Global Networks Organization; 2009: Longman Fellowship, School of Art and Art History, University of Iowa; 2009: Hamby Fellowship, School of Art and Art History, University of Iowa; 2009: Alexander Fellowship, School of Art and Art History, University of Iowa; 2008: Margaret P. Park Scholarship, School of Art and Art History, University of Iowa; 2008: Mary L. Meixner Student Support Scholarship, School of Art and Art History, University of Iowa; 2008; Graduate Student Senate Travel Award, Graduate College, University of Iowa; 2003: Summer Intensive Language Scholarship, Graduate College, University of Iowa; 2002: Inducted into Phi Alpha Theta History Honor Society

Training or Experience Related to the Appointment:

I worked directly underneath the Director of the Art Museum at the University of Iowa. During my tenure, I brought artists and proposals in front of the University's Public Art committee for two years.

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

Not only do I have experience in choosing public artists, I wrote my dorcotral dissertation on the importance of public art. My philosophy is that cities should choose art appropriate for the space and the community.

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

Yes

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

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

Yes

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

Checked

ANNA HEINEMAN
2120 NW 7th St.
Gainesville, FL 32609
anna.m.heineman@gmail.com
(641) 990-0950

EDUCATION

2010 PhD in Modern/Contemporary Art; University of Iowa: Iowa City, Iowa
Dissertation Topic: "Nurturing Neighborhoods: Buster Simpson's Eco-Art"
Dissertation Advisor: Dr. Craig Adcock

2004 MA in Art History; University of Iowa: Iowa City, Iowa
Masters Thesis: "Suzanne Lacy: A New Genre Public Artist"

2002 BA in Art; Luther College: Decorah, Iowa
Senior Thesis: "The Five-Hundred Year Hurdle: Women in Art History"
Minor: Museum Studies
Graduated with Honors in History

Spring 2001 SACI (Studio Arts Center International) Study Abroad Program in Florence, Italy

RESEARCH INTERESTS

Eco-Art, Public Art, Contemporary Art, Modern Art, Photography

PROFESSIONAL EXPERIENCE

ADJUNCT PROFESSORSHIPS

Upcoming Summer 2011	Florida Landscapes, University of Florida, Gainesville, FL
Fall 2010	Late 20th Century Art History, University of Florida, Gainesville, Florida
Fall 2010	Renaissance to Contemporary Art History Survey, University of Florida, Gainesville, Florida
Summer 2010	Renaissance to Contemporary Art History Survey, University of Florida, Gainesville, Florida
Summer 2010	Late 20th Century Art History, University of Florida, Gainesville, Florida

VISITING INSTRUCTORSHIPS

Spring 2009	Renaissance to Contemporary Art History Survey, Luther College, Decorah, Iowa

January 2009	Alternative Studio Photography, Luther College, Decorah, Iowa
Fall 2008	Prehistoric to Gothic Art History Survey, Luther College, Decorah, Iowa
January 2007	Art in Cultural Perspectives: Looking at European Art History (Gothic, Renaissance, and New Media Art) Italy, France, and Germany, Luther College --Study Abroad class co-taught in Europe
Spring 2006	Contemporary Art Seminar, Luther College, Decorah, Iowa
Spring 2006	History of Photography Seminar, Luther College, Decorah, Iowa
Spring 2006	Renaissance to Contemporary Art History Survey, Luther College, Decorah, Iowa
January 2006	Alternative Studio Photography, Luther College, Decorah, Iowa
Fall 2005	Prehistoric to Gothic Art History Survey, Luther College, Decorah, Iowa

TEACHING ASSISTANTSHIPS

Spring 2008	Art, Law, and Ethics, University of Iowa
Spring 2008	Masterpieces of Art, University of Iowa
Fall 2007	Arts of Africa, University of Iowa
Spring 2005	Art and Visual Culture, University of Iowa
Fall 2004	Art and Visual Culture, University of Iowa
Spring 2004	Arts of Africa, University of Iowa
Fall 2003	Masterpieces of Ancient Art, University of Iowa

MUSEUM EXPERIENCE

2010 – present	Florida Collections Manager for CultureNOW, a non-profit organization based out of New York, New York - Responsible for writing online information about Public Art and Artists, which can be found on their website www.culturenow.org and through an iPhone application
2008 – 2010	Assistant to the Director of the University of Iowa Museum of Art, Iowa City, Iowa

2008 – 2010	Assistant Curator for the Art in State Buildings, University of Iowa, Iowa City, Iowa - Responsible for commissioning large public works of art for University of Iowa buildings
2008	Judge for annual Nordic Fest competition at Vesterheim Norwegian Museum, Decorah, Iowa
Fall 2007	Teaching Assistant, Introduction to Museum Studies, University of Iowa, Iowa City, Iowa
2006	Judge for annual Nordic Fest competition at Vesterheim Norwegian Museum, Decorah, Iowa
2007	Co-Curator of the juried show, *In the Crosshairs: Intersections between Art and War,* University of Iowa, Iowa City, Iowa
2002-2005	Curatorial Assistant, Office of Visual Materials, University of Iowa, Iowa City, Iowa
2002	Internship, Vesterheim Norwegian Museum, Decorah, Iowa
2001	Internship, Museum of Contemporary Art, Chicago, Illinois

AWARDS

2010	Inducted into the *Princeton Global Networks Organization*
2009	*Longman Fellowship,* School of Art and Art History, University of Iowa
2009	*Hamby Fellowship,* School of Art and Art History, University of Iowa
2009	*Alexander Fellowship,* School of Art and Art History, University of Iowa
2008	*Margaret P. Park Scholarship*, School of Art and Art History, University of Iowa
2008	*Mary L. Meixner Student Support Scholarship*, School of Art and Art History, University of Iowa
2008	*Graduate Student Senate Travel Award,* Graduate College, University of Iowa
2003	*Summer Intensive Language Scholarship,* Graduate College, University of Iowa
2002	Inducted into *Phi Alpha Theta* History Honor Society

PUBLICATIONS

2010	Submitted manuscript: *Nurturing Neighborhoods: Buster Simpson's Public Art,* University of Washington, Seattle.

2011 Forthcoming: "Art in Public: Buster Simpson's Philosophy," *Shockwrite: A Hybrid Online E-Journal* 2 (Fall 2011).

2011 Forthcoming: "Review of Nina Simon's *The Participatory Museum,"* *Collections: A Journal for Museum and Archives Professionals* 11 (Fall 2011).

2011 Forthcoming: "Relevant Reading: Robert Janes's *Museums in a Troubled World," Collections: A Journal for Museum and Archives Professionals* 9 (Spring 2011).

2009 "Educating about Ecology: Linda Weintraub's *EnvironMentalities: Twenty-Two Approaches to Eco-Art," FATE in Review* 31 (2009/2010).

2009 "Zig Jackson's Indian Reservation Series: Discussing the Issues of Land," *Exposure* 42 (Fall 2009): 33-39.

2008 "Visual Artists Rights Act: Analyzing the Moral Right of the Artist and the Public," *Collections: A Journal for Museum and Archives Professionals* 4 (Spring 2008): 145-156.

2008 "Mel Chin's *Revival Field*: The Postmodern American Landscape," *Landscape and Arts Network Online Journal* 44 (Summer 2008): 2-21.

ADJUDICATED PUBLICATIONS

2010 Forthcoming: "Buster Simpson's *Host Analog*: The Re-Emerging Landscape," Published online by the School of Visual Arts, New York, http://schoolofvisualarts.edu

2007 "In the Crosshairs: Intersections between Art and War," Published online by the University of Iowa, http://www.uiowa.edu/~montage

2005 "Robert Frank: The Accused Anti-American," Published online by the School of Visual Arts, New York, http://schoolofvisualarts.edu

CONFERENCES AND PAPERS

2010 "Buster Simpson's *Host Analog*: The Re-Emerging Landscape," National Conference at the School of Visual Arts, New York, New York

2010 "Art in Public: Buster Simpson's Philosophy," Southeastern College Art Conference (SECAC), Richmond, Virginia

2009 "*Hudson Headwaters Purge*: Buster Simpson's Environmental Art," Southeastern College Art Conference (SECAC), Mobile, Alabama

2008 "Buster Simpson: Removing the 'Plop' in Public Art," Kendall Colloquium, Outside the Frame: Icons of the New Visual Culture at the Kendall School of Art and Design, Grand Rapids, Michigan

2008 "Kara Walker's Contextualized Silhouettes of the Civil War," Pacific Ancient and Modern Languages Association (PAMLA) Conference at Pomona College, Claremont, California

2007 "Zig Jackson's Indian Reservation Series: Discussing the Issues of Land," National Conference at the School of Visual Arts, New York, New York

2007 "Mel Chin's *Revival Field*: The Postmodern American Landscape," National Global Studies Conference, University of Nebraska at Omaha, Omaha, Nebraska

2007 "Kara Walker's Contextualized Silhouettes of the Civil War," Jacobsen Forum Conference, University of Iowa, Iowa City, Iowa

2005 "Robert Frank: The Accused Anti-American," National Conference at the School of Visual Arts, New York, New York

2005 "Alexander Gardner's Manipulation of History," Politics and the Artistic Response Conference, University of Missouri, Columbia, Missouri

2004 "Alexander Gardner's Manipulation of History," National Conference at the School of Visual Arts, New York, New York

2002 "Photography as Intentional Art," National Conference at the School of Visual Arts, New York, New York

GUEST LECTURES

2008 Guest Lecturer at the Figge Art Museum, Davenport, Iowa; "Olivia Parker and Eliot Porter"

2008 Guest Lecturer at the Figge Art Museum, Davenport, Iowa; "György Kepes and Harold Edgerton"

PROFESSIONAL SERVICE

2007 Advanced Placement (AP) Reader for the College Board; Trenton, New Jersey

2007 Co-Chair for the *Freedom of Expression Conference*, University of Iowa, Iowa City, Iowa

2005-2006 Curriculum Development, Luther College, Decorah, Iowa

2004 Symposium Chair, Nineteenth Annual Graduate Art History Symposium, Iowa City, Iowa

2004-2008 Art History Society, University of Iowa, Iowa City, Iowa

2004-2005 Treasurer, Art History Society, University of Iowa, Iowa City, Iowa

2004-2005 Arts Iowa City Volunteer, Iowa City, Iowa

PROFESSIONAL AFFILIATIONS

2009 – present Southeastern College Art Conference (SECAC)

2009 - present Public Art Dialogue (PAD)

2002 - present Member of College Art Association (CAA)

2007- present Member of the Modern Language Association (MLA)

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE_***Art in Public Places***
Board Position (type of position/category): _____***Professional Artist***_____
Members appointed to advisory boards and committees should generally (with exceptions) serve a maximum of two terms. If you have any additional information, such as a resume, please attach. Applications will be kept on file for one year. Some positions may require an agency letter of nomination if position serves as representative.

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

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

NAME: ***James C. Miller D.B.A. Turbado***
ADDRESS: **821 NW 7th Avenue** CITY: ***Gainesville, FL*** ZIP CODE: ***32601***
E-MAIL ADDRESS: ***dpwellspring@gmail.com*** TELEPHONE: ***(352)375-8933***HOME/ OFFICE: ***352)278-5420***
OCCUPATION: ***Visual Artist, Licensed Massage Therapist*** PLACE OF EMPLOYMENT:
EDUCATION: ***See Resume*** PROFESSIONAL ORGANIZATIONS: ***See Resume***

AGE: ***47*** 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 ***X*** NO ☐ If yes, how long? ***Born & raised here. Returned 6/10.***
Are you currently serving on a board? No ***X***
CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

See Resume

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?
I am a professional Artist of 25 years. I have worked with public art projects, as well as personal commissions, exhibitions and have been cited in two publications. I have worked as an art educator in several capacities and have also planned and initiated several projects in academic and community settings.

WHAT CONTRIBUTIONS DO YOU FEEL YOU COULD MAKE IF YOU WERE SELECTED TO THIS BOARD? ***I feel that my experience in working in the aforementioned projects in major cities and urban areas with diverse populations would give the board a fresh prospective in terms of not only the current artistic atmosphere, but hopefully add a more culturally relevant perspective to its future directions***

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.

XI 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 **X** NO ☐ _____ _____
DATE SIGNATURE

Appointees to advisory boards/committees are required to attend scheduled meetings as specified in the ***"Alachua County Board of County Commissioners Rules of Procedure."***
Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ***X*** ☐NO ☐☐_____ _____
DATE SIGNATURE

TURBADO

ARTIST/EDUCATOR/LECTURER/LMT
FOUNDER DEEP WELL WHOLISTIC C.L.E.A.N.S.E. CENTER

PHILOSOPHY
ARTIST BIO

DPWELLSPRING@GMAIL.COM
352-278-5420

ART IS FOR LIFE'S SAKE

Turbado Marabou (Born James Miller) is originally from Gainesville, Florida. He studied at Florida A&M University under Prof. Kenneth Falana where he received his B.S. Degree in Fine Arts. He received his M.F.A. in printmaking from the University of Wisconsin-Madison under the late Prof. Dean Meeker. As Art Director of the Memorial Union, Turbado spearheaded the first African Continuum project which inspired several other programs and gave recognition to other cultural organizations that were previously ignored. Turbado received the Porter Butts Award for outstanding talents in the Arts at the University of Wisconsin Madison.

After receiving his M.F.A., Turbado moved to Chicago, Illinois where he was involved in several lead mural and mosaic projects funded through the Chicago Public Art Group. He continues his work today as a practicing Artist and community and cultural arts advocate. Turbado currently resides in Gainesville, Florida's Pleasant Street Historical District, where he is a Licensed Massage Therapist. His most recent effort is the Deepwell Wholistic C.L.E.A.N.S.E. Center, featuring the Deepwell Pleasant Street Gallery and teaching classes in the Cultural Living Arts.

"Art is a reflection of the human condition which interprets ones culture, daily life and spirituality. This is the premise upon which my works and concepts are drawn from. I strive to make each piece respectful interpretations of cultural heritage and social values. Our Ancestors teach us that the beauty of life is working in tandem with the grand plan of creation. The courage of an Artist is being able to capture these aspects in their work in order to retain that which is meaningful to us as human beings. Thus I contend Art is For Life's Sake."

"To stay true to ones purpose and calling can be the most challenging task or the richest reward." Turbado Marabou

James C. Miller d.b.a. Turbado

Licensed Massage Therapist

MA 63751

821 Northwest 7th Avenue
Gainesville, Florida 32601
(352) 278-5420
jamescmiller3@gmail.com

SUMMARY OF QUALIFICATIONS

Professional Visual Artist. 1990-current
Subject matter centering on portraiture, conceptual works, and commissioned community murals.

Muralist/Community Art Program Developer. ***Chicago Public Art Group. Chicago, Illinois. June 1992 – Aug. 1994.*** Worked with at risk youth in Urban areas of Chicago to utilize their creativity to improve their community. Used various mediums and group strategies, such as: community interviews and anger management walls as a method of expression for students of all ages.

Massage Therapist MA 63751. *Florida School of Massage. Gainesville, FL Sept. 2010 – Mar. 2011.* Instructed in, but not limited to the modalities of Swedish, connective Tissue, neural muscular, polarity and sports massage. 600+hours of curriculum and clinical instruction/practice.

Middle School Visual Art Instructor. *Stephan F. Austin Middle School. Bryan, Texas. Aug. 2004-June 2010.* Creative, visual arts instruction to students in 6-8th grade. Engaged students in techniques of various artistic mediums.

Arts for Learning Curriculum Developer. *Urban Gateways. Chicago, Illinois. Oct. 1992-Jan.1995.* Developed Cultural based Arts for learning program within a yearly-allocated budget that centered on primary school children. Coordinated with teachers, administrators, and parents to accurately assess each classroom and maximize the learning outcomes of students. This program focused on students throughout the Cook County Public School System.

Diversity Specialist. *Santa Fe Community College. Gainesville, FL. Nov. 1999-Oct. 2001.* Assistant Director to the office of Ethnic Diversity. Assisted students with academic progress. Monitored international students and assisted in meeting their cultural needs while attending college at Santa Fe.

EDUCATION

1988-1992 UNIVERSITY OF WISCONSIN-Madison, WI.
Masters of Fine Arts received. (M.F.A.)

1984-1988 FLORIDA A&M UNIVERSITY-Tallahassee, FL.
Bachelor of Science Degree received

James C. Miller d.b.a. Turbado (page 2)

LECTURES

Southern Sociological Conferenc"Without Borders Mural Discussion"
New Orleans, LA.

Texas A & M University
Cushing Library Lecture Series, "*The Power of Murals in the Community*"
College Station, Texas

MURALS

2006 HUMAN RIGHTS WITHOUT BORDERS: ARTIICLE 19,Lead Artist
Southern Sociological Conference, New Orleans, LA. Permanent display Howard University

2003 I LOVE TO READ, Lead Artist
Prairie View Elementary School, Gainesville, FL.

1995 THREE FLOORS TO THE WORLD, Assistant Artist (Mosaic)
Kenwood Middle School, Chicago, IL.

1995 BENCH MOSAICS, Co-Artist
Cook High School, Chicago, IL.

1994 BREAKING BARRIERS, Co-Artist
North Avenue, Association House, Chicago, IL.

1994 LIVING OFF THE WATERS OF CREATION, Lead Artist
Lawrence and Winthrop, Prologue School, Chicago, IL.

1993 TUTU EGUN, Lead Artist
43rd and Federal, Black on Black Love Project, Chicago, IL.

1993 ARTS FOR ALL, Co-Artist
6900 North Glenwood, Life Line Theater, Chicago, IL.

1992 BY ANY MEANS NECESSARY, Assistant Artist

BIBLIOGRAPHY

2005 Public Sociologists – By Judith Blau. Photographs of two of my murals projects in Chicago.
Roman & Littlefield Publishers, Inc. Maryland.

1999 Sighted Quote Community Social Work practice in Urban Context- By Melvin Delgado

James C. Miller d.b.a. Turbado (Page 3)

AWARDS

2006 **Artist Laureate.** Sociologist Without Borders

1990 **Porter Butts Arts.** Award University of Wisconsin-Madison

COMMISIONS

Sister Love Woman's Aids Project
Logo Design utilized since its conception

2005 **Dr. Joe Fagan Personal Collection**
Painting: *In the light of the Ancestors*

2005 **Dr. Eduado Bonilla Silva**
Sociological Imagination

COLLECTIONS

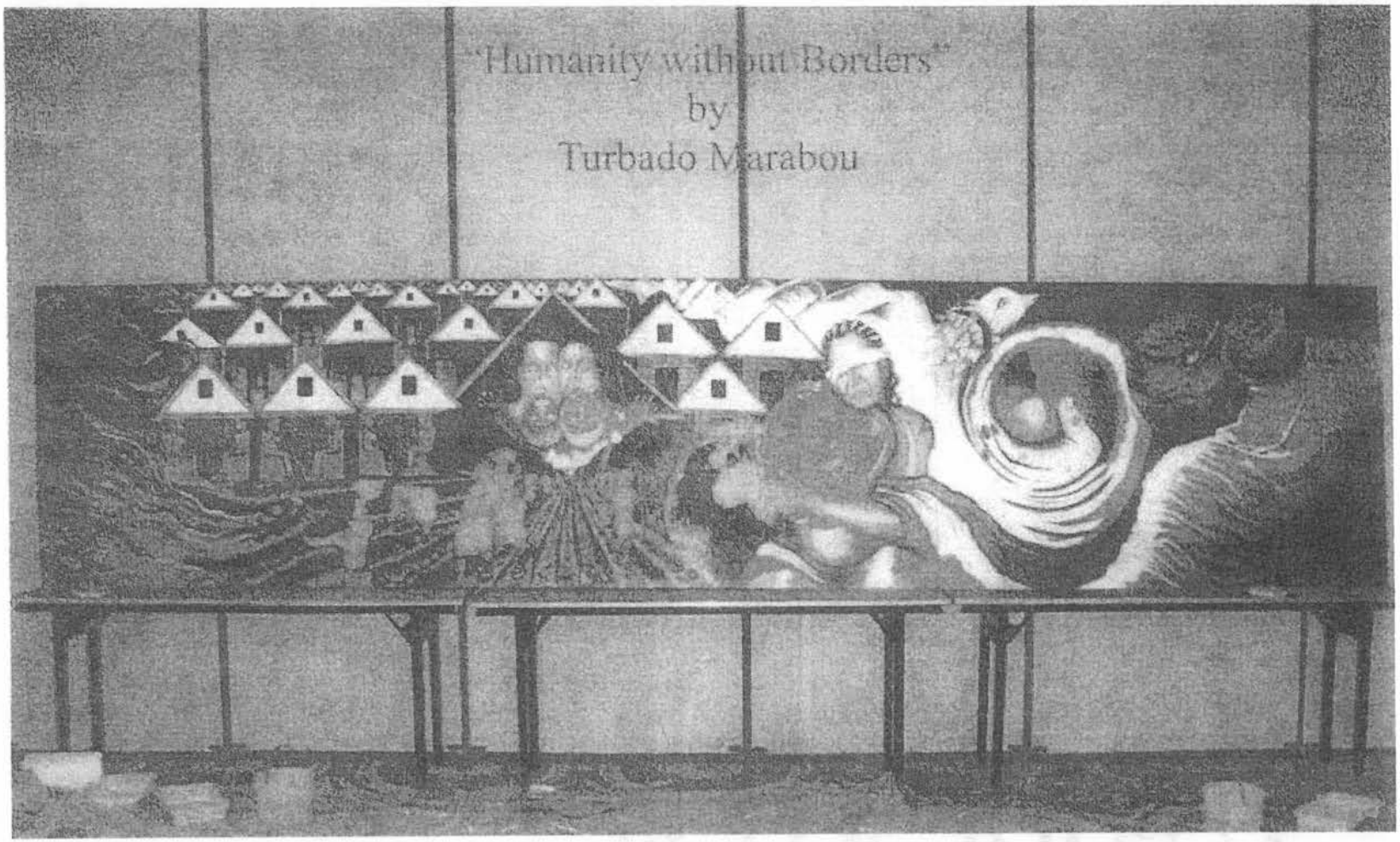
DR. JOE FEAGIN Professor Texas A&M University Bryan Texas

Dr. Eduardo Bonilla Silva, Duke University Durham North Carolina

Dr. Presidential Collection Florida A& M University

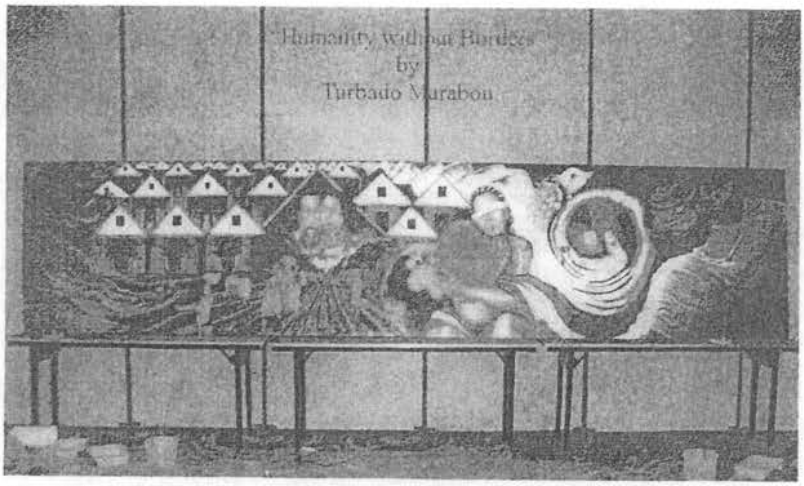
PROFESSIONAL MEMBERSHIPS

Florida State Massage Therapy Association, Suwannee Valley Chapter
National Arts Education Association


"Humanity without Borders"
by
Turbado Marabou

SILENT AUCTION GREAT SUCCESS

SWS-South and the Local Arrangements Committee for this year's annual meeting raised a total of $2071 from the Silent Auction held in conjunction with the annual meeting. Over 200 items were donated to the auction. The money raised was contributed to the SSS Katrina Fund, Gulf Coast Historically Black Colleges and Universities, and the ASA Minority Scholarship Fund.



Muralist Turbado Marabou created "Humanity without Borders." This mural commemorates the victims of Katrina and celebrates the aspirations of the members of the disapora. Howard University purchased the mural in the Silent Auction.

SSS members browse during the Silent Auction.

August 9, 2011 Regular BoCC Meeting
Agenda Item #8

Title
Appointments to the CHOICES Advisory Board (Amended)

Amount
N/A

Description
Consider the appointment of three citizens to the CHOICES Advisory Board.

Recommendation
Appoint three citizens to the CHOICES Advisory Board, one to the citizen-at-large position, term ending April 2015; one to the Nurse position, term ending November 2012; and one to the Health Policy Professional position, term ending November 2012.

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
Currently there are nine vacancies on the CHOICES Advisory Board, and three eligible citizens have applied.

Background
The CHOICES Advisory Board is comprised of eighteen voting members and one alternate member. Board members serve three-year terms and assist with the implementation and ongoing review of the CHOICES program. Citizen-at-large – appoint one to a partial term ending April 2012 followed by a full term ending April 2015: 1) Trudy Tappan (served 1 term on the Original Florida Tourism Task Force, attendance satisfactory); Nurse – appoint one to a term ending November 2012: 1) Mary Alice Dennis; Health Policy Professional – appoint one to a term ending November 2012: 1) Jodi Mansfield

Issues
All positions have been advertised for at least three months.

Fiscal Recommendation
N/A

Fiscal Alternative(s)

N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: DennisM Nurse.pdf
Attachment: CHOICES Tally Sheet.pdf
Attachment: CHOICES Attendance.pdf
Attachment: CHOICES roster 072611.pdf
Attachment: MansfieldJ Health Policy Prof.pdf
Attachment: TTappan Citizen at Large w CV.pdf

#8

COMMITTEE: CHOICES Advisory Board **08/09/11**

APPLICANTS	BAIRD	BYERLY	LONG	DeLANEY	PINKOSON
Citizen-at-large – appoint one to a partial term ending April 2012 followed by a full term ending April 2015:					
Trudy Tappan (served 1 term on the Original Florida Tourism Task Force, attendance satisfactory)					
Harold Saive					
Nurse – appoint one to a term ending November 2012:					
Mary Dennis					
Health Policy Professional – appoint one to a term ending November 2012:					
Jodi Mansfield					

CHOICES Advisory Board STAFF: Sandra Barton - (352) 264-6718				3 year terms Sunset date: 6/30/2015
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 1/8/2008 Previous member: Resnick, Steven 11/30/2010 Category: Attorney (with expertise in health care)		11/30/2013		County
VACANT Appt Date: 8/28/2007 Previous member: McLeod , William - Term Expired 11/30/2009 Category: Certified Public Accountant		11/30/2012		County
VACANT Appt Date: 1/23/2007 Previous member: Bartlett, Sarah - Resignation 7/10/2007 Category: CHOICES Program Participant (Alternate)		11/30/2011		County
VACANT Appt Date: 5/11/2010 Previous member: Allen , Zaneta D - Resignation 3/7/2011 Category: Citizen-at-Large		4/30/2012		County
VACANT Appt Date: 5/11/2010 Previous member: Strickland , Steven S - Removal for Attendance 12/7/2010 Category: Health Policy Professional		11/30/2012		County
VACANT Appt Date: 1/1/2006 Previous member: Stringfellow , Jim - Resignation 11/12/2008 Category: Managed Care Employee		12/31/2011		County
VACANT Appt Date: 12/1/2009 Previous member: Davis , Nancy L - Resignation 11/5/2010 Category: Nurse		11/30/2012		County
VACANT Appt Date: 12/1/2005 Previous member: Mesh , Ms. Marilyn - Removal for Attendance 8/11/2008 Category: Representative - Alachua County Health Care Board		11/30/2011		County
VACANT Appt Date: 1/1/2009 Previous member: Jennings Jr, Ed - Removal for Attendance 8/27/2010 Category: Small Business Owner (less than 100 employees)		12/31/2011		County
Justine McCoy Appt Date: 12/1/2010 Previous member: Arsenault , Michael - Removal for Attendance Category: CHOICES Program Participant	6724 S.W. 42nd Place Gainesville, 32608 (h)(352) 672-6032 (w)(352) 672-6032 crittergville@gmail.com	11/30/2013	1	County
Harold L Monk III Appt Date: 5/1/2009 Previous member: Hughes Ph.D., Mary J - Resignation Category: Citizen-at-Large	4806 SW 95th Terrace Gainesville, FL 32608 (h)(352) 335-8584 (w)(352) 494-3979 hmonk3@cox.net	4/30/2012	1	County

Keith A Hazouri Appt Date: 9/22/2009 Previous member: Foxx , Evelyn - Term Expired Category: Citizen-at-Large	110 SW 34th street gainesville, 32608 (h)(352) 505-5899 (w)(352) 374-9900 keith@gainesvillesigns.com	4/30/2012	1	County
J. Dea Browning Appt Date: 9/22/2009 Previous member: Filer MSN, Vivian - Term Expired Category: Citizen-at-Large	9710 SW 75 WAY GAINESVILLE, 32608 (h)(352) 495-2243 (w)(352) 538-6528 jdbrowningnp@mail.com	4/30/2012	1	County
Teresa Dolan Appt Date: 12/14/2010 Previous member: Category: Dentist	PO Box 100405 Gainesville, FL 32604 (h)(352) 331-5292 (w)(352) 392-0824 tdolan@dental.ufl.edu	11/30/2013	3	County
Marvin Dewar Appt Date: 5/11/2010 Previous member: Gaddist , Cokeitha - Removal for Attendance Category: Hospital Employee #1	PO Box 100354 Gainesvile, FL 32610 (h)(352) 262-6073 (w)(352) 265-8309 dewarm@shands.ufl.edu	11/30/2012	1	County
Cynthia M Chestnut Appt Date: 12/14/2010 Previous member: Marsha , Mott - Resignation Category: Hospital Employee #2	PO Box 2877 Gainesville, FL 32602 (w)(352) 264-6900	12/31/2011	1	County
Rodney J Long Appt Date: 12/14/2010 Previous member: Chestnut, Cynthia M Category: Non-voting Member	Alachua County Board of County Commissioners, P.O. Box 2877 Gainesville, FL 32602 (w)(352) 264-6900 rjlong@alachuacounty.us	1/31/2015	1	County
Todd Hutchison Appt Date: 7/10/2006 Previous member: Carr, Steve Category: Non-voting Member	12 SE 1st Street Gainesville, FL 32601 (w)(352) 374-3605	1/31/2015	--	County
Tony Campo Appt Date: 2/1/2005 Previous member: Category: Non-voting Member	224 SE 24th Street, PO Box 2877 Gainesville, FL 32641 (h)(352) 624-3539 (w)(352) 334-7923	1/31/2015	--	County
Elaine S Hill Appt Date: 12/14/2010 Previous member: Jones III, Samuel - Removal for Attendance Category: Pharmacist	8018 SW 42nd Ave Gainesville, 32608 (h)(352) 337-2517 (w)(352) 376-1611 ext: 6737 hill8018@bellsouth.net	11/30/2013	2	County
Allan W March Appt Date: 1/1/2011 Previous member: Dewar , Dr. Marvin - Resignation Category: Physician	9545 SW 50th Road Gainesville, 32608 (h)(321) 277-7102 allanmarch@cox.net	12/31/2013	2	County
Norman S Levy Appt Date: 12/14/2010 Previous member: Rains, Dr. Caroline Category: Representative - Alachua County Medical Society	7106 NW 11th Place Gainesville, FL 32605 (h)(352) 332-4000 (w)(352) 331-2020 afn22025@bellsouth.net	11/30/2013	1	County
Report Date: 7/26/2011 @ 2:57 PM				

Attendance Report for the last 6 meetings.

CHOICES Advisory Board
Staff Liaison: Sandra Barton

Member	Position	Mbr Start	Mbr End	2/7/2011 4:00 PM	3/7/2011 4:00 PM	4/4/2011 4:00 PM	5/2/2011 4:00 PM	6/6/2011 4:00 PM	7/11/2011 4:00 PM	Meetings Attended
Allen , Zaneta D	Citizen-at-Large	5/11/2010	3/7/2011	A	A	--	--	--	--	0 of 2
Browning , J. Dea	Citizen-at-Large	9/22/2009	4/30/2012	P	P	P	P	P	P	6 of 6
Campo, Tony	Non-voting Member	2/1/2005		A	P	A	P	A	A	2 of 6
Chestnut, Cynthia M	Hospital Employee #2	12/14/2010	12/31/2011	A	P	P	P	P	P	5 of 6
Dewar , Dr. Marvin	Hospital Employee #1	5/11/2010	11/30/2012	A	P	P	A	P	P	4 of 6
Dolan, Dr. Teresa	Dentist	12/14/2010	11/30/2013	P	P	P	P	P	P	6 of 6
Hazouri , Keith A	Citizen-at-Large	9/22/2009	4/30/2012	P	A	P	A	P	A	3 of 6
Hill , Elaine S	Pharmacist	12/14/2010	11/30/2013	P	P	P	P	A	P	5 of 6
Hutchison, Todd	Non-voting Member	7/10/2006		P	A	P	P	P	P	5 of 6
Levy , Dr. Norman S	Representative - Alachua County Medical Society	12/14/2010	11/30/2013	P	P	P	A	P	A	4 of 6
Long, Commissioner Rodney J	Non-voting Member	12/14/2010		P	A	P	A	A	P	3 of 6
March , Allan W	Physician	1/1/2011	12/31/2013	P	P	P	P	P	P	6 of 6
McCoy , Justine	CHOICES Program Participant	12/1/2010	11/30/2013	P	P	P	P	A	A	4 of 6
Monk III, Mr. Harold L	Citizen-at-Large	5/1/2009	4/30/2012	P	P	P	A	P	P	5 of 6

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

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3301

Name of Advisory Board/Committee:
CHOICES Advisory Board

Applying For:
Nurse

First Name:
Mary

Middle Initial:
A

Last Name:
Dennis

Suffix:

Address:
615 SW 127th St.

City:
Newberry

Zip Code:
32669

E-Mail Address:
maryalicedennis@yahoo.com

Home Phone:
(352)331-6148

Work Phone:
(352)273-9265

Ext:

Occupation:
RN research study coordinator

Place of Employment
UF Department of Pediatrics-Diabetes Research

Education:

BSN - University of Florida
MSN -Public Health Nursing, University of Florida

Professional Organizations:

American Public Health Association
Florida Association of Public Health Nurses
Sigma Theta Tau

Age (60 and over):

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

Are you a resident of Alachua County?

Yes

If yes, how long?

27 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:

Sonshine Day Preschool and Daycare Board of Directors, 1988-1991
Christians Concerned for the Community Board of Directors and Officer - 1988 - 2006

Training or Experience Related to the Appointment:

professional training - masters' degree in public health nursing and over 30 years experience as an RN

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

healthcare experience, experience of family member with CHOICES

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

Yes

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

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

Yes

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3277

Name of Advisory Board/Committee:
CHOICES Advisory Board

Applying For:
Health Policy Professional

First Name:
Jodi

Middle Initial:

Last Name:
Mansfield

Suffix:

Address:
6802 SW 93rd Ave

City:
Gainesville

Zip Code:
32608

E-Mail Address:
mansfjj@aol.com

Home Phone:
352-373-4727

Work Phone:

Ext:

Occupation:
Healthcare administration

Place of Employment

Education:

MBA UF 1980, concentration in Healthcare administration

Professional Organizations:

ACHE

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?

33 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

30 years administration responsibility in healthcare senior management.

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

Understanding of healthcare in general and specifically in Alachua County.

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

Yes

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

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

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

Checked

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3181

Name of Advisory Board/Committee:

CHOICES Advisory Board

Applying For:

Health Care Professional or Citizen-at-Large

First Name:

Trudy

Middle Initial:

Last Name:

Tappan

ffix:

Address:

3640 NW 105th Way

City:

Gainesville

Zip Code:

32606

E-Mail Address:

TTappan@aol.com

Home Phone:

352-871-0243

Work Phone:

352-871-0243

Ext:

ccupation:

Nursing Instructor -online

Place of Employment

Keiser University, Kaplan, Santa Fe College

Education:

Bachelor of Science with a major in nursing, Masters of Science with a major in nursing, Masters of Art- Education, PhD Urban Services

Professional Organizations:

Age (60 and over):

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

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):

Original Florida Tourism Task Force, term ends 2011.

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

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

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

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

Trudy Tappan, RN, PhD
3640 NW 105th Way Gainesville FL 32606 352-871-0243 TTappan@aol.com

Registered Nurse, Licensed Healthcare Risk Manager. HMO Career Background. Experienced Online Educator/Facilitator familiar with eCollege/NEXT, Moodle, and Angel platforms.

EDUCATIONAL BACKGROUND

Ph.D. Doctor of Philosophy, Virginia Commonwealth University (VCU), Richmond, VA
Dissertation in Nursing Education
Awarded by the School of Education, Major: Education, Minor Business
MS Master of Science Degree in Nursing, VCU, Richmond, VA
Major: Psychiatric Mental Health Nursing, Minor: Nursing Education
MA Master of Arts Degree in Education, Villanova University, Villanova, PA
BS Bachelor of Science in Nursing, Virginia Commonwealth University, Richmond, VA

CURRENT ONLINE TEACHING

Online Adjunct Faculty for the American Sentinel University teaching case management and nursing research, since February 2011using Moodle Platform

- N515 Nursing Research
- N542 Process of Case Management
- N440 Case Management

Online Adjunct faculty, Santa Fe College, May 2010 to present, using the Angel platform.

- Developed course from its inception including syllabus, rubrics, tests, and projects
- NSP 3885 - Fundamentals of Quality Management,

Online Adjunct for Keiser University, RN to BSN Programs, October 2010 to present, using eCollege.

- NUR 3116 Crisis Intervention
- NUR 3805 Nursing Role and Scope
- NUR 4286 Aging
- NUR 4164 Nursing Research

HISTORICAL TEACHING EXPERIENCE

Online program on Business Insurance, University of Florida, Gerontology Certificate Program, 2004-2007.

Part-time Instructor, Florida Risk Management Institute, Clearwater, Florida, 2000-2002.

Adjunct Faculty, University of Tampa, School of Nursing, Taught graduate course, Theoretical Principles of Nursing, Spring Semester 1997

Faculty at Virginia Commonwealth University, Richmond, Virginia. *School of Education*, part-time, undergraduate courses: methods of teaching, and health occupations education while completing a doctoral degree. Advisor undergraduate and graduate students in health occupations education and faculty for senior level independent study courses. *School of Nursing*, Richmond, VA. Instructor: Leadership, Fundamentals, Psychiatric-Mental Health Nursing. 1982 - 1987

Nursing Program Instructor: J.S. Reynolds Community College, Richmond, Virginia. Psychiatric-Mental Health; part-time while completing graduate degrees. 1978-1990

JOB RESPONSIBILITIES

Clinical Nurse Educator for a FDA Clinical Trial, for Quintiles, a transnational company, serving as a field based employee, July 7, 2008 to January 7, 2011.

- Developed a 20-hour curriculum for hospital and clinic staff on treatments for Parkinson disease and titrations. Trained UF study nurses, gastroenterologists and neurologists on clinical aspects of a complex trial involving three hospitalizations and two surgeries.

- Coached staff to assure protection of human subjects and compliance with protocols and FDA mandates. Educated subjects and their families, study nurses and residents about the study. Provided coaching to residents. Stationed in the hospital during all subject initiations, providing instruction daily. Evaluated how study nurses performed.

- Mentored study nurses and study coordinators with submitting materials to Research Committees and Institutional Review Boards. Coached and mentored other clinical nurse educators on presentation skills.

Corporate Risk Manager for SantaFe HealthCare (SFHC), a non-profit entity with hospices, health plans, and senior living communities, from February 2002 to July 2008.

- Provided quality and risk management education to physicians and nurses. Coached other risk managers in the system.

- Wrote eight online programs for SFHC professionals, one to three continuing education credits each. Awarded 300-400 continuing education credits per year to employees.

- Served as the main point of contact for the online professional education vendor, CE Broker.

- Evaluated best practices for our assisted living facilities and coached nurses on implementation.

- Evaluated data regarding "near misses" and medical error involving medications/ infusions and keep detailed records to determine patterns.

Continuing Medical Education Lecturer/Consultant for the American Board of Quality Assurance and Utilization Review Physicians, 1997-2002.

- Lectured to large groups of physicians and other health care professionals throughout the United States, Canada, and Puerto Rico on various managed care, quality, and risk management topics. Sample flyers are available upon request.

- Wrote exam items on managed care for the National Board of Medical Examiners (NBME); served on the team that reviewed and validated examination items.

- Served as Continuing Medical Education (CME) Committee co-chair. Monitored the Accreditation Council for Continuing Medical Education (ACCME) program for adherence to CME essentials.

- Wrote and maintained nursing continuing education charter and renewal.

Healthcare consultant with a CPA firm, Kerkering Barberio of Sarasota, Florida, 1998 to 2002.

- Consulted with physicians and their office staff on a regular basis, conducting reimbursement and medical necessity audits and educating professionals based on findings. Constructed compliance plans for physician practices.

- Collaborating with a certified coder, gave workshops for small groups (8-20) on proper documentation throughout Southwestern Florida.

- Served as medical consultant for four outpatient centers and surgical offices; evaluated practices using a 100 items tool that I developed. Instructed on correct documentation when medication samples are given to patients. Coached nurses on quality standards.

OTHER QUALIFICATIONS

- Member, American Medical Writers Association

- Certified in Utilization Management, Quality Assurance and Managed Care by the American Board of Quality Assurance and Utilization Review Physicians (ABQAURP).

- Professional Designation with Academy for Healthcare Management - AHM 250.

- Experienced with quantitative and qualitative data collection, skilled with Internet research; a high degree of technological competence

- Licensed in Florida (RN 2813012) Virginia (0001044897) and Arizona (RN160134).

- Licensed Health Care Risk Manager since February 1998 (550768)

HONORS AND AWARDS

- Outstanding Young Women of America
- Phi Kappa Phi
- Sigma Theta Tau
- Phi Kappa Delta
- Temple Memorial Award, Virginia Commonwealth University
- American Journal of Nursing Company Excellence in Writing Award
- The National Who's Who of Managed Care
- The International Who's Who of Authors and Writers

RESEARCH

(Tappan, formerly Rosenthal)

Rosenthal, T. T. (1980). Masters' Thesis, Virginia Commonwealth University, Medical College of Virginia, Richmond: "Effect of reminiscent discussion groups on ego integrity of nursing home residents" (article published in Virginia Nurse, Summer, 1982; presented at Virginia Council of Social Work, State Forum, Richmond, VA, March 1980).

Rosenthal, T. T. (1979). Survey of children's television programs, (article published in Health Values, Summer, 1980.

Rosenthal, T. T. (1984). University of psychiatric nursing curricula, 1917 - 1956. Issues in Mental Health Nursing, 6 (1-2), 21-34.

Rosenthal, T. T. & McGuinness, T. M. (1986). Dealing with the delusional: Discovering the distorted truth. Issues in Mental Health Nursing, 8 (2), 143-154.

Rosenthal, T. T. (1987). Dissertation, Virginia Commonwealth University. "An ethnographic study of instruction in associate degree psychiatric nursing education."

Rosenthal, T. T. (1989). Ethnography: An approach for studying nursing education. Western Journal of Nursing Research, 11 (1), 115-127.

OTHER PUBLICATIONS

Tappan, T. E. (2002) Get Hip to HIPAA, Saturday June 1, 2002, Retrievable from Nursing.com

Tappan, T. E. (2002) OIG Work Plan 2002, Journal of Quality Health Care, January/March, 2002, 1, (1), page 22-24.

Tappan, T. E. (2002-2004) What the Audits Reveal: Online Continuing Education Program, Retrievable from ABQAURP. Org

Tappan, T. E. (2003) Business Insurance, Online Lecture, University of Florida, School of Gerontology.

T. E. Tappan (2002-2007) Risk Management: Online Continuing Education, Retrievable from AvMed.org

Tappan, T. E. (2008) Medical Error, Distance Learning Program for nurses, through TM Green, http://www.tmgreenandassociates.com

Tappan, T. E, (2008) Domestic Violence In Florida, Distance Learning Program, through TM Green, http://www.tmgreenandassociates.com

Ghost Writer for local physicians: Articles are peer reviewed and found under white papers at Irrisept.com

(2010). A Simple Solution For Healing a MRSA Infected Breast Wound and Prevention of Breast Implant Removal. White Paper. Gainesville, FL: Innovations Technologies, Inc.

(2010). An Effective Solution For Healing a Breast Infection and Preventing Removal of an Implant. White Paper. Gainesville, FL: Innovations Technologies, Inc.

(2010). An In Vivo Methicillin-Resistant Staphylococcus Aureus Implantation Pilot Study. White Paper. Gainesville, FL: Innovations Technologies, Inc.

August 9, 2011 Regular BoCC Meeting
Agenda Item #9

Title
Consent to Hire (Promote) Tom Tonkavich as the Court Services Director and Designate the Court Services Director classification as Senior Management Retirement Class (Amended)

Amount
N/A

Description
Request to Hire (promote) Thomas A. Tonkavich as the Court Services Director effective August 10, 2011, and authorize the designation of the Court Services Director classification as Senior Service Retirement Class effective August 10, 2011.

Recommendation
Confirm the appointment of Thomas A. Tonkavich as Court Services Director at the annual salary of $86,000.00 and approve the retirement designation of the Court Services Director classification.

Alternative(s)
Do not confirm the appointment of Thomas A. Tonkavich as Court Services Director or approve the retirement designation of the Court Services Director classification and direct stff to repost the vacancy and receive new applications.

Requested By
Randall H. Reid

Originating Department
County Manager's Office

Attachment(s) Description
1) Thomas A. Tonkavich's application 2) Thomas A. Tonkavich's resume 3) Outside legal review dated July 19, 2011.

Documents Requiring Action
NA

Executive Summary
The former Court Services Director retired effective September 30, 2010. After an extensive and comprehensive recruitment and interview process, Mr. Thomas A. Tonkavich was selected as the top candidate. After questions were raised about the process, extensive information was considered by the Board on May 10, 2011 and the Board directed that an outside legal review of the hiring process be conducted. This review found that while one step in the hiring process was out of sequence, no illegal or discriminatory acts were committed.

Background
Upon learning of the upcoming retirement of the former Court Services Director, a nation-wide recruitment effort was undertaken. After advertising the position for two months, the County received 143 applications which were screened and 10 applicants were invited for interviews. The 10 applicants were subjected to a full day process which included interviews with two separate panels. The panel members presented their observations and impressions of the ten candidates to the County Manager, who then interviewed four in-house candidates and two external candidates. Mr. Thomas A. Tonkavich emerged as the most qualified candidate and was offered the position of Court Services Director, effective April 13, 2011, contingent upon the successful

completion of a criminal background test and a drug/alcohol test, and confirmation by the Board. The Board deferred action on April 12, 2011 and on May 10, 2011 conducted a lengthy review of extensive materials provided the Board for its review. An outside legal review (attached) that was conducted at the Board's direction concluded no illegal or discriminatory acts occurred. Mr. Tonkavich received his Bachelor's degree in Psychology/Sociology from Central Michigan University and his MBA from Saginaw Valley State University. Mr. Tonkavich has extensive experience in the Criminal Justice field and extensive managerial experience. He served as a Youth Specialist and Community Service Worker for the Michigan Family Independence Agency in Michigan. He became the Executive Director of the CORY Place, Inc., which assists runaway youth and their families. Mr. Tonkavich then became the Executive Director of BASIS, Inc., an agency which provides residential and outpatient substance abuse treatment, prevention acitivies and HIV case management services. Mr. Tonkavich was appointed Director of Recreation and Youth Development by the Board of County Commissioners in Bay County Michigan where he served as the director of the juvenile detention facility and community corrections program. He also was responsible for the administration and daily operations of the golf course, swimming pool, ice arena and various community initiatives. Mr. Tonkavich then joined Alachua County as the first Jail Population Manger in Alachua County. The County Manager has the authority to recommend classifications for inclusion in the Senior Management Retirement Class and is requesting that this classification (Court Services Director) be included. There are seven other County positions currently in the Senior Management Retirement Class.

Issues
NA

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: tonkavichapplication.pdf
Attachment: Gonzalez Memo.pdf
Attachment: tonkavichresume.pdf

LAW OFFICES

THOMPSON, SIZEMORE, GONZALEZ & HEARING

PROFESSIONAL ASSOCIATION

HARRISON C. THOMPSON, JR. (1925 - 1994)
WILLIAM E. SIZEMORE (1945 - 2004)
CHRISTOPHER M. BENTLEY
JAMES M. CRAIG *
SACHA DYSON
THOMAS M. GONZALEZ
GREGORY A. HEARING *†

† BOARD CERTIFIED IN CIVIL TRIAL BY THE FLORIDA BAR
* BOARD CERTIFIED IN LABOR & EMPLOYMENT LAW BY THE FLORIDA BAR

ONE TAMPA CITY CENTER
201 N. FRANKLIN STREET, SUITE 1600
POST OFFICE BOX 639
TAMPA, FLORIDA 33601
(813) 273-0050
FAX NO. (813) 273-0072

MARQUIS W. HEILIG
ERIN G. JACKSON *
KEVIN D. JOHNSON *
LAKISHA M. KINSEY-SALLIS
JEFFERY L. PATENAUDE
NATHAN J. PAULICH
DONNA V. SMITH
CHARLES J. THOMAS
BRIAN C. USBERY
JENNIFER L. WATSON

July 19, 2011

David W. Wagner
Alachua County Attorney
Post Office Box 2877
Gainesville, Florida 32602-2877

Re: Review of County Court Services Director Hiring

Dear Mr. Wagner:

Pursuant to your request, I have completed my review of the County's recent hiring action for a new Court Services Director. The report of my review is below. I will be pleased to schedule a presentation before the County Commission if that is desired.

Scope of Review

Pursuant to the County Attorney's assignment from the Board of County Commissioners ("BOCC" or "Board"), I have reviewed the process by which the County Manager decided to recommend to the Board the hiring of Thomas Tonkavich as the County's Court Services Director. I have reviewed that process specifically in two contexts:

(1) The impact, if any, of the County Manager's failure to comply with the County's policy relating to recruitment and hiring, and

(2) Whether the County Manager's decision violated any laws prohibiting discrimination in employment.[1]

My review is based on the materials which have been made available to me and those legal authorities which I believe to be material to the subjects of the review.[2]

---

[1] I have not made a determination of whether the County Manager complied with County policies, as I believe that question to be within the province of the BOCC and not part of the task assigned to me. I therefore have assumed that the policies were not followed, at least in part, and specifically that the County Manager did not consult with the Equal Opportunity Manager about his written comments prior to making his recommendation to the Commission.

Summary of Conclusion

Based on the information provided me for this review, it is my opinion that the County Manager did not discriminate against any applicant on the basis of any prohibited characteristic.

Legal Background

As part of its commitment to equal employment opportunity and workforce diversity, the County has adopted a comprehensive Equal Opportunity Program which includes an Equal Employment Opportunity Plan ("EEOP") concerning employee hiring, with an Expanded Recruitment Plan ("ERP"). Policy 4-6(9)(b) of the Alachua County Employee Policy Manual describes the EEOP as "a voluntary effort by the Board of County Commissioners to address areas of underutilization (low representation) of women and minorities within the county workforce, based on federally established guidelines."

The County is in fact required to have an EEOP as a precondition to the receipt of certain federal funding. Specifically, any recipient of such funding that receives federal monies in excess of $25,000.00, or employs 50, or more employees must adopt an EEOP in order to qualify for the grant. The specific components of an EEOP are set forth in a number of federal regulations relating to grants. The Grant awarded to the County for the Regional Drug Enforcement Strike Force is an example of these provisions. The federal rules in 28 C.F.R. §§ 42.301-.308 require these components in the County's EEOP:

(1) Review of the County's workforce and available community labor characteristics to determine utilization of women and minorities,

(2) Self-examination of the County's hiring practices and policies and the historical results of those practices and policies as they relate to women and minorities, and

(3) Establishment of a program for the recruitment of minorities and designation of specific personnel to implement and maintain the EEOP.

County's Program

An employer may take actions which are designed to maintain diversity in the workforce. The EEOP is one such measure. Although it is required by certain federal

[2] The materials which I have reviewed include the materials submitted by applicants for the position of County Court Services Director, notes and other materials created by those County officers and employees involved in the decision-making process, the statements of unsuccessful candidates made at the invitation of Commissioner Long after the County Manager had made his decision, County policies relating to recruitment and hiring and the recording of the BOCC meeting at which the County Manager made his recommendation.

grants, the County's program is nonetheless properly characterized as "voluntary" for purposes of determining its compliance with the provisions of the United States and Florida constitutions prohibiting discrimination. Those provisions limit the methods an employer may use to achieve and maintain a diverse workforce and/or correct underutilization. The County's EEOP comprises several components, including:

(1) Development of a plan for equal employment opportunity,

(2) Enhanced recruitment, and

(3) Monitoring of the selection process.

Several of these components are of special relevance to an analysis of the selection process at issue herein. The County's EEOP calls for the several steps in the hiring process:

(1) Conduct of "expanded recruitment efforts aimed at increasing the diversity of the applicant pool";

(2) Notification of decision makers of "the presence in the qualified pool [of applicants] who fall in the groups underrepresented in the County's workforce";

(3) "Monitoring the selection process" and

(4) "Reviewing and commenting on the recruitment and selection process prior to an offer being made to ensure that departments have demonstrated a good faith effort to achieve the goals and objectives of the current Equal Employment Opportunity Plan."

All of these activities are appropriate, but they also circumscribe the range of legal methods which the County may employ to achieve diversity. The County may expand recruitment to achieve the maximum number and types of applicants. It may not, however, "force" a certain demographic mix in the interview pool to remedy underutilization. It may notify decision-makers of the "presence" in the applicant pool of persons who belong to underrepresented groups. It may not make a protected characteristic the motivating factor for the decision on which applicants to interview or which applicant to hire. The County may require the involvement of the Equal Opportunity Manager, but it may not use that involvement to require a decision to be made on an illegal factor.

Review of Hiring Action by EO Manager

In the context of the process under review, it seems clear that there was an expanded recruitment effort which in fact resulted in a diverse pool of applicants. Notification was given to the hiring supervisor of those groups which are underrepresented in the Alachua County government workforce. It is also clear, however, that the EO Manager did not have the opportunity to review the County Manager's selection before it became final. It is not within the scope of this review to determine whether or not the County Manager was justified in proceeding to make an employment offer and announce his decision without those discussions. But we have reviewed the impact of his failure to have those discussions upon the legality of his recommendation.

The EO Manager reviewed the County Manager's decision after he announced it. The EO Manager's review is legally conducted at this stage of the proceedings (though a deviation from the County policy) and is as effective as it would have been at an earlier point in the process. Her review was properly focused on the question of whether there is evidence of a discriminatory intent in the County Manager's choice. As noted above, no matter how justified and righteous may be the determination of a public employer to have a workforce reflective of the population that the agency serves, it cannot make decisions based on that motivation. It can only take appropriate steps to insure that equal opportunity has been afforded to all applicants. The involvement of the EO Office is of course vital to attaining that promise, but it may contribute its efforts before or after the recommendation is made. That the County Manager did not consult with the office before his decision was announced does not prohibit the office's involvement after the announcement. And because the employer may not use minority status or gender as a substantial motivating reason for selection, and the pool from which the selection under review here was made was in fact diverse, the County Manager's recommendation and the ultimate decision of the BOCC cannot be based on those factors. In other words, the desire to increase the presence of women or minorities in a particular job may not be used as a factor. The only question is whether the recommendation is in fact based on a discriminatory factor or not.

Conclusion

In determining whether an employment decision was motivated by unlawful animus, the reviewing court or agency reviews the employment action in terms of the basis actually used by the decision-maker. It is impossible and the law does not require that an employer make use of specific standards or factors. To the contrary, an employer may use any basis or bases for decision except those which are prohibited to him by law, such as race, national origin, sex and the like. The analysis of the choice made by the employer therefore cannot be based on an assumption that certain factors are desirable or even vital. So long as race or sex, or any other protected characteristic is not the motivation for action, the action is legal. While the opinions of an unsuccessful candidate may be helpful in

providing information that was ignored or discounted by the decision-maker, they do not assist the analysis when they consist of attempts to argue the weight that a decision-maker attributed to a certain factor or suggest factors which were not disclosed at the time the decision was made.

Based on the information provided me for this review, it is my opinion that the County Manager did not discriminate against any applicant on the basis of any prohibited characteristic.

Very truly yours,

Thomas M. Gonzalez

TMG/hs

cc: William E. Harlan

Thomas A. Tonkavich
7949 NW 51st Way, Gainesville, Fl 32653 (352) 222-8122 (home) (352) 491-4650 (work)

Career Objective

Director of Alachua County Department of Court Services

Education

Master of Business Administration; Saginaw Valley State University, University Center, MI. Emphasis in Marketing and Accounting, GPA 3.9. December 1990

Bachelor of Liberal and Applied Arts and Sciences; Central Michigan University, Mt. Pleasant, MI. Psychology and Sociology majors, GPA 3.2. July 1978

Work Experience

June 2006 to present
Alachua County Department of Court Services
14 NE 1st Street, Gainesville, FL, 32601
Jim Santangelo, Acting Director, (352) 338-7390

Jail Population Manager: Leadership of a new work team comprised of eight (8) staff focused on improved management of the overall jail population. Primary duties involve supervision of staff that screen, assess, and release people in jail to various alternative programs. Created routine and specialized data reports to assist system stakeholders with analysis and foster discussion of key jail population management strategies. Work in close partnership with all community leaders to implement new programs designed to divert substance abusers and the mentally ill from jail. Co-leader of the Urban Institute Justice Reinvestment at the Local Level initiative working to achieve sustained reductions in the jail population through the implementation of new interventions. As a member of the department's management team, assist with the leadership and transformation of the agency to increase the use of evidence based practices including normalized risk and needs assessments and motivational interviewing.

August 1994 to June 2006
County of Bay, 515 Center Ave., Bay City, MI, 48706
Thomas L. Hickner, County Executive, (989) 895- 4130

Director of Recreation &Youth Development: Appointed by the Board of County Commissioners to serve as the director of the juvenile detention facility and community corrections program. Also responsible for the administration and daily operations of the golf course, swimming pool, ice arena, and various community initiatives. Department budget exceeds $5 million, 7 division heads, 17 full-time and 75+ part time and seasonal staff.

Key Accomplishments: implementation of community correction alternatives including pre-trial services, zero tolerance drug testing, and cognitive change treatment. County-wide expansion of summer youth recreation and after school programs. Construction of a new ice arena and additional secure detention beds. Awarded grants from federal, state, foundation, and corporate sources.

Thomas A. Tonkavich
7949 NW 51st Way, Gainesville, Fl 32653 (352) 222-8122 (home) (352) 491-4650 (work)

Work Experience, cont.

March 1984 to August 1994
BASIS, Inc., 515 Adams, Bay City, MI. 48706
Richard Kafka, President, Board of Directors, (989) 894-2991

Executive Director: Overall leadership and agency administration providing residential and outpatient substance abuse treatment, prevention activities, and HIV case management services. Supervised a staff of 30, implemented an annual budget of $830,000, and developed a $230,000 fund balance. Key Accomplishments: awarded contract with Federal pretrial and probation services, automation of accounting and 3rd party reimbursement systems, adolescent treatment, and JCAHO/CARF accreditation.

August 1982 to March 1984
CORY Place, Inc., 581 No. Scheurmann Rd. Bay City, MI. 48706
Kathy Kinkema, President, Board of Director, (989) 895-5563

Executive Director: Led the agency efforts to assist runaway youth and families through counseling and shelter care. Supervised 5 employees and several volunteers. Obtained funding through various federal and state contracts, United Way, and special event fundraising activities.

June 1980 to June 1982
Michigan Family Independence Agency, Bay County
1399 W. Center Ave., Essexville, MI. 48732
Orville Hansen, Supervisor (retired) (989) 895-2161

Community Services Worker: Managed a caseload to coordinate and provide direct services to delinquent youth and their families. Initiated a day treatment drop in program to conserve financial resources and increase the intensity of services. Provided counseling, GED preparation, and employment readiness training.

August 1978 to June 1980
Michigan Family Independence Agency, Bay County Parmenter House
706 Fifth St., Bay City, MI, 48706
Frank Hose, Director (989) 895-2161

Youth Specialist: Supervised 12 juvenile delinquents in a residential setting as part of a treatment team. Provided counseling and employment readiness training. Led, organized, and participated in experiential activities like wilderness camping and white water rafting.

Thomas A. Tonkavich
7949 NW 51st Way, Gainesville, Fl 32653 (352) 222-8122 (home) (352) 491-4650 (work)

Knowledge, Skills, and Abilities

Knowledge of regulations and laws applying to the juvenile and adult criminal justice system, OSHA, EEO, ADA, and Drug Free Workplace. Well versed in the principles of governmental budgeting, financial reporting, grant writing and reporting requirements. Formal education includes leadership and motivation, behavioral and organizational change, criminal justice population management strategies, marketing, and strategic planning.

Skills evidenced by successful recruitment, development, and motivation of a diverse workforce. Computer literate, especially with data base, word processing, and spreadsheet applications. Excellent written and public speaking skills. Strategic thinker focused on long term planning based on analysis and forecasting of patterns and trends.

Abilities evidenced by completion of various work group goals including the implementation of new forensic treatment services, development of the Centralized Screening Team, and annual United Way campaign. Developed and implemented systems of employee scheduling, case management, and written business plans. Strong participatory leader.

Certifications

Certified Pretrial Services Professional (CPSP)
National Association of Pretrial Services Agencies, expires February 28, 2012

Criminal Justice Information Services (CJIS)
Florida Department of Law Enforcement, expires February 3, 2011

Advanced Citizens Academy, Gainesville Police Department, April 2007

FY10-01350 (CS) - Court Services Director

ontact Information -- Person ID: 731519

ame:	Thomas A Tonkavich	Address:	7949 NW 51st Way Gainesville, Florida 32653
		Email:	ttonkav@hotmail.com
		Notification Preference:	Email
ome Phone:	(352) 222-8122	Alternate Phone:	(352) 491-4650
erson ID:	731519	Former Last Name:	
onth and Day of Birth:	11/11		

ersonal Information

iver's License:	Yes, Florida , Class Operator
ın you, after employment, submit proof of your gal right to work in the United States?	Yes
nat is your highest level of education?	Master's Degree

eferences

eferred Salary:	$37.50 per hour; $78,000.00 per year
e you willing to relocate?	No
pes of positions you will accept:	Regular
pes of work you will accept:	Full Time
pes of shifts you will accept:	Day , Evening , Night , Rotating , Weekends , On Call (as needed)

jective

ector of Alachua County Department of Court Services

lucation

llege
ginaw Valley State University
w.svsu.edu
1984 - 8/1991
iversity Center, Michigan

Did you graduate: Yes
College Major/Minor: Master of Business Administration
Units Completed: 60 Semester
Degree Received: Other

---

llege
ntral Michigan University
w.cmich.edu
1974 - 7/1978
. Pleasant, Michigan

Did you graduate: Yes
College Major/Minor: Psychology/Sociology
Units Completed: 124 Semester
Degree Received: Bachelor's

ork Experience

Jail Population Manager
6/2006 - Present

Alachua County Board of County Commissioners
www.alachuacounty.us
14 NE 1st Street
Gainesville, Florida 32601
(352) 338-7390

Hours worked per week: 40
Monthly Salary: $5,000.00
Name of Supervisor: Jim Santangelo - Acting Director
May we contact this employer? Yes

Duties
Leadership of a new work team comprised of eight (8) staff focused on improved management and control of the overall jail population. Primary duties involve the supervision of staff who screen, assess, and release people in jail to alternative programs and provide linkage with various community resources. Created routine and specialized data reports to assist system stakeholders with analysis and to foster discussion of key jail population management strategies. Work in close partnership with all community leaders to implement new programs designed to divert substance abusers and the mentally ill from jail. Co-leader of the Urban Institute Justice Reinvestment at the Local Level initiative designed to drive sustained reductions in the jail population through the implementation of new interventions. As a member of the department's management team, assist with the leadership and transformation of the agency to increase the use of evidence based practices including normalized risk and needs assessments and motivational interviewing.

Reason for Leaving
None, presently employed in this position

Director of Recreation and Youth Development
8/94 - 6/2006

County of Bay
www.co.bay.mi.us
515 Center Ave.
Bay City, Michigan 48706
(989) 895-4098

Hours worked per week: 40
Monthly Salary: $5,000.00
# of Employees Supervised: 100
Name of Supervisor: Thomas L. Hickner - County Executive
May we contact this employer? Yes

Duties
Appointed by the County Board of Commissioners to provide division level leadership, staff development, and budget administration for the office of community corrections, golf course, swimming pool, ice arena, secure juvenile detention, and youth initiatives. Division budgets exceed $5 million, 7 department heads, 17 full-time, and 75+ part time and seasonal staff. Key Accomplishments: expansion of community corrections programming to include greater access to residential and outpatient treatment programs, coordination of mental health services, county wide expansion of youth summer recreation and after school programs, construction of a new ice arena, construction of 12 additional detention beds, transition of the ice arena from private to owner management, awarded various grant funds from federal, state, and foundation sources. Work with many diverse groups to accomplish county wide correctional and youth development objectives within the educational, medical, and human services field.

Reason for Leaving
Accepted New Position in Alachua County

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ecutive Director
1984 - 8/1994

SIS, Inc.
.1 Adams
y City, Michigan 48706
89) 894-2991

Hours worked per week: 40
Monthly Salary: $3,500.00
Name of Supervisor: Richard Kafka - President, Board of Directors
May we contact this employer? Yes

uties
verall leadership and administration of a non-profit organization providing residential and outpatient bstance abuse services. Supervised the administrative and professional staff, annual budget velopment, and marketing of agency programs. Initiated new services for adolescents, prevention tivities, and case management services for people living with AIDS.

eason for Leaving
reer Advancement

---

ecutive Director
1982 - 3/1984

ORY Place, Inc.
06 Indiana
y City, Michigan 48706
89) 895-5563

Hours worked per week: 40
Monthly Salary: $1,800.00
Name of Supervisor: Kathy Kinkema - President, Board of Directors
May we contact this employer? Yes

uties
sponsible for the overall leadership and supervision of staff providing services for runaway and homeless uth. Initiated family and crisis intervention services. Obtained grant funding from the local, state, and deral governments.

eason for Leaving
reer Advancement

---

mmunity Services Worker / Youth Specialist
1978 - 6/1982

ate of Michigan - Family Independence Agency
99 W. Center
sexville, Michigan 48732
89) 892-2161

Hours worked per week: 40
Monthly Salary: $2,000.00
Name of Supervisor: Orville Hansen (retired) - Services Supervisor
May we contact this employer? Yes

uties
tially began providing direct service in a residential setting for delinquent youth. Promoted to a position case manager working with delinquent youth and their families. Generally coordinating services provided community and state wide placement agencies. Implemented a day treatment program to conserve ancial resources and retain youth in the community.

eason for Leaving
rk force reduction

ertificates and Licenses

pe: Certified Pretrial Services Professional

mber:

Issued by: National Association of Pretrial Service Agencies

Date Issued: 2 /2009 Date Expires: 2 /2012

Type: National Crime Information Center (NCIC)

Number:

Issued by: Florida Department of Law Enforcement (FDLE)

Date Issued: 2 /2009 Date Expires: 2 /2011

Skills

Office Skills

Typing:

Data Entry:

Additional Information

References

Professional
Velez, Kristina
Director, Criminal Court Operations
Alachua County Criminal Justice Center
220 S. Main Street
Gainesville, Florida 32601
(352) 264-7084
kmv@circuit8.org

Professional
Vail, Leah
Forensic Specialist Team Director
Meridian Behavioral Health Care, Inc.
4300 SW 13th Street
Gainesville, Florida 32608
(352) 374-5600
leah_vail@MBHCI.org

Professional
Matthews, Charlotte
Veteran's Justice Outreach Coordinator
NF/SG Veterans Health System
619 South Marion Avenue
Lake City, Florida 32025
(386) 755-3016, ext. 2861
Charlotte.Matthews@va.gov

Resume

Text Resume

Attachments

ttachment	File Name	File Type	Created By
esume of Thomas Tonkavich	Resume of Thomas Tonkavich	Other	Job Seeker

Agency-wide Questions

Q: Have you ever been employed by Alachua County Board of County Commission or the Library District?

A: Yes

Q: If yes, please list the department and dates.

A: Department of Court Services, June 2007 to present

Q: Are you related to any County or Library officials or employees?

A: No

Q: If yes, please list relative's name, department and relationship.

A:

Q: Have you ever been convicted of a crime other than a minor traffic violation or been a defendant in any civil action including an international tort claim (include the nature and disposition of the claim)?

A: No

Q: If yes, please indicate the charge, date, and disposition. Note: Conviction of a crime will not necessarily be a bar to employment. Type of offense, how long ago, and related factors are important.

A:

Q: How did you learn of this vacancy?

A: County Website

Q: Do you claim Veteran's Preference? If yes, you must complete the following section and submit required documentation.

A: No

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9. Q: If you are claiming veteran's preference, you must indicate the preference eligibility category that applies to you. Please check only one box below and provide the necessary documentation as indicated. **All required documentation must be received by the Human Resources Office prior to the closing date of the vacant position in order for veteran's preference to be applied.** (**NOTE:** Under Florida Law, preference in appointment and employment shall be given first to those persons included in 1 and 2 below, and second to those persons included in 3 and 4 below).

If an applicant claiming veteran's preference for a vacant position is not selected for the position, he/she may file a complaint with the Florida Department of Veteran's Affairs, Division of Benefits and Assistance: P.O. Box 31003, St. Petersburg, FL 33731. Complaints must be filed within twenty-one days of receipt of the hiring decision.

A:

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10. Q: Were you previously employed in one of the positions listed below or are you the spouse or child of someone presently or previously employed in one of the positions and you wish to have your home address and phone number, etc. protected from review by the public?

Covered jobs include: law enforcement officer, correctional and correctional probation officer, firefighters, code enforcement officers, certain judges, assistant state attorneys, assistant and statewide prosecutors, personnel of the Department of Revenue or local governments whose responsibilities include revenue collection and enforcement or child support enforcement, human resources and labor relations directors, and certain investigators in the Department of Children and Families (see Chapter 119.07, Florida Statutes).

A: No

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11. Q: I understand that all required proof of certifications (current), properly completed affidavits and supplemental questions are to be submitted as part of this application **NO LATER THAN THE CLOSING DATE** for this posted position.

A: Yes

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12. Q: Are you currently a Board of County Commission employee?

A: Yes

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13. Q: I understand that failure to submit required certifications, affidavits, or other documentation by the closing date specified in the posting will automatically render my application incomplete during the application process, therefore, my application will not be forwarded to the department for review.

A: Yes

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14. Q: Please identify specifically the publication (website, etc.) in which you saw the ad for this position.

A:

Supplemental Questions

Q: I understand that once my application has been submitted **for this specific position** that I **will NOT** be able to make any changes to it. Any changes to my master application will only be reflected in any future positions for which I may apply. Should I desire to have updated information included for this specific position I should contact the Human Resources office at (352) 374-5219 for assistance.

A: Yes

County Policy Management System Alachua County Florida

Effective: 12/15/2003
Main

Printer Version

Alachua County Employee Policy Manual

Bargaining Unit employees should review their appropriate Collective Bargaining Agreement (CBA) to determine if this policy applies to them. In case of a conflict between the applicable CBA and these policies, the provision in the CBA controls.

Disciplinary Offenses and Penalties

Policy No.: 9-3
Revision No.: 2

Effective: 03/01/2006
Review Date: 03/01/2007

OVERVIEW: This policy identifies and describes offenses and penalties of the Alachua County government.

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

PROVISIONS:
In applying this schedule of suggested penalties, Group I Offenses more than two years old and Group II Offenses more than five years old generally shall not be taken into account depending upon the seriousness of the last infraction, the time intervals between each infraction and the employee's entire work and disciplinary history.

1. **Group I Offenses.**
   a. Consequences for Group I Offenses.
      i. First Occurrence. Written instruction, counseling and/or one day suspension.
      ii. Second Occurrence. One to five day suspension.
      iii. Third Occurrence. Suspension of up to 10 days, or longer with approval of the Administrating Official, or termination.
   b. Group I Offenses.
      i. Failure to work overtime, special hours or special shifts after being scheduled with reasonable notice according to departmental overtime and stand-by duty policies.
      ii. Unauthorized posting or removal of material on County bulletin boards.
      iii. Deliberately wasting time, stopping work and/or loitering.
      iv. Leaving work area or duty assignment without authorization. This includes leaving a work area for a lunch break, rest period or at the end of the work schedule, without permission or relief when appropriate.
      v. Failure to perform assigned duties.

vi. Substandard performance of assigned duties.
vii. Tardiness including returning late from lunch or rest periods without authorization or reporting late at the beginning of the work shift. Three times in a thirty day period shall be used as a guide for the first offense.
viii. Absence without authorization or failure to notify appropriate supervisory personnel on the first day of absence.
ix. Violation of safety practices including but not limited to the performance of unsafe acts, failure to wear and/or use safety equipment, or failure to comply with safety rules.
x. Scuffling, wrestling, prankish and/or mischievous acts which distract or disrupt the work of others.
xi. Disruptive and/or disorderly conduct.
xii. Failure to maintain safe and sanitary conditions.
xiii. Failure to comply with the "Code of Ethics for Public Officers and Employees" (Section 112.311, Florida Statutes).
xiv. Gambling on County time or at County work sites.
xv. Sleeping on duty.
xvi. Unauthorized solicitation on County work time or at a County worksite.
xvii. Violation of any Administrative Directive.
xviii. Documented discourtesy to other employees.
xix. Unauthorized use or possession of County property, equipment or personnel.
xx. Failure to immediately report a personal injury or damage to equipment to one's supervisor.
xxi. Carelessness resulting in the loss of County property valued at $1000 or more.
xxii. Careless acts resulting in the falsification, destruction or improper disclosure of County records including accident reports, work records, purchase orders, time sheets, personal health information or any other reports or records.
xxiii. Supervisory employees who fail to adequately supervise subordinate employees.
xxiv. Failure of good behavior.
xxv. Loss or misuse of a County purchasing or credit card.

2. **Group II Offenses.**
   a. Consequences for Group II Offenses.
      i. First Occurrence. Three to five day suspension.
      ii. Second Occurrence. Suspension of up to 15 days, or longer with approval of Administrating Official, or termination.
   b. Group II Offenses.
      i. Provoking or instigating a fight at a County work site.
      ii. Using threatening, intimidating, or abusive language or conduct (which includes slurs related to any person's race, color, national origin, gender, age, religion or disability).
      iii. Willful negligence in the performance of assigned duties or negligence which could endanger the employee, other employees or the public.
      iv. Deliberate misuse, destruction or damage of County property.
      v. Deliberate falsification or deliberate improper disclosure of County records.
      vi. Unauthorized destruction of County records.
      vii. Refusal to perform assigned duties or to comply with written or verbal instructions of higher level supervisors.
      viii. Immoral, unlawful, indecent behavior or other improper conduct which would affect the employee's relationship with the public and/or co-workers.

ix. Refusal to provide testimony on issues involving County property or other matters related to the County's interest.
x. Failure of the supervisor to enforce safety regulations.
xi. Making an official statement known to be false.
xii. Knowingly tampering with, misrepresenting, or making a false statement regarding the employee's own or other employee's drug test.
xiii. Committing an assault, that is offering or attempting to do any bodily harm or offering or attempting to offensively touch another, and the person has a reasonable belief that it may happen, in the workplace or on a County employee or on a person involved with the employee on County business.
xiv. Making or publishing vicious, malicious or false statements concerning any employee, the County or its operations.
xv. Failure to comply with the "Code of Ethics for Public Officers and Employees" (Section 112.311, Florida Statutes).
xvi. Sleeping on duty when such inattentiveness interfered or could have interfered with County operations.
xvii. Misrepresenting oneself as a County employee to conduct personal business or to receive special treatment.
xviii. Supervisory employees who fail to adequately supervise subordinate employees when such failure interfered or could have interfered with County operations.
xix. Failure to properly supervise prisoners/clients under your assigned control.
xx. Failure of good behavior when such behavior interferes with or could interfere with County operations.
xxi. Documented discourtesy to the public.
xxii. Unauthorized removal of County property or records or the property of an employee.
xxiii. Failure to comply with safety practices.
xxiv. Willful misuse of a County purchasing or credit card.

3. **Group III Offenses.**
   a. Consequences for Group III Offenses.
      i. First Occurrence. Termination or suspension of up to 15 days. Suspension may be longer with approval of the Administrating Official.
   b. Group III Offenses.
      i. A documented history of progressive discipline for abuse of rules, regulations and/or other policies.
      ii. Loss of necessary prerequisites or abilities to perform the job. Fifteen days shall be given to regain prerequisites or abilities; failure to do so will result in dismissal.
      iii. Curtailment or restriction of production or interference with work at County work sites, including but not limited to: instigating, leading or participating in any walk-out, strike, slow down or refusal to return to work.
      iv. Unauthorized possession of weapons, firearms, explosives or other dangerous instruments on County property or work sites.
      v. Theft or willful destruction of County property or records or the property of an employee.
      vi. Conviction of any felony, which would prohibit or adversely affect the employee's performance or the performance of others.
      vii. Absence of three consecutive workdays without proper authorization at which time the employee is considered to have abandoned the position.

viii. Making false claims or misrepresentations in an attempt to obtain employee benefits, workers' compensation or other payments.
ix. Two consecutive regular performance evaluations below a satisfactory rating.
x. Commit a battery, which is an intentional offensive touching or application of force or violence to another, in the workplace or on a County employee or on a person involved with the employee on County business.
xi. Failure to comply with the "Code of Ethics for Public Officers and Employees" (Florida States 112.311).
xii. Sleeping on duty when such inattentiveness caused or could have caused a safety, security or other serious problem.
xiii. Second violation of the County's Drug Free Workplace Policy.
xiv. Continuing behavior that prevents the employee or others to perform their jobs.
xv. Demonstrated inability to perform the essential functions of the job.
xvi. Supervisory employees who willfully violate, or permit subordinates to violate, County or departmental rules and regulations.
xvii. Supervisory employee who fail to adequately supervise subordinate employees.
xviii. Failure to supervise prisoners/clients under your assigned control resulting in escape, injury to anyone, damage of public or private property, illicit or illegal activities, jeopardy to the safety of those under your supervision.
xix. Failure of good behavior when such failure caused or could have caused a safety, security or other serious problem.
xx. Willful negligence in the performance of assigned duties which did endanger the employee, other employees or the public.
xxi. Refusal to perform assigned duties or comply with written or verbal instructions of supervisors while in an emergency situation.
xxii. In a continuing operation, leaving the position without relief.
xxiii. Improper use or disclosure of County records with malice or for personal gain.
xxiv. The manufacture, use, possession, distribution or intent to distribute illegal or illicit substances, or the misuse, distribution or intent to distribute controlled substances or other psychoactive drugs.

4. Any improper behavior or performance not specifically enumerated in a departmental disciplinary policy or detailed above shall be treated as similar listed offenses would be treated.

August 9, 2011 Regular BoCC Meeting
Agenda Item #10

Title
Appeal of Revised Final Development Plan for the Rock Church Child Care Center Modular Building, Parking Lot Lighting, Storage Buildings and Overflow Parking (Amended)

Amount
$500+ (alternative)

Description
Request for authorization of a letter to the Petitioners dismissing their petitions for hearing to challenge the Rock Church revised final development plan if they do not pay their share of the hearing costs.

Recommendation
Authorize the Director of Growth Management to send a letter to the Petitioners stating that their appeals will be dismissed if they do not submit payment for their share of hearing costs within ten days of the receipt of the letter.

Alternative(s)
Do not authorize the letter and instead direct that the appeals be referred to a hearing officer and that the County pay the full amount for the hearing officer.

Requested By
County Attorney

Originating Department
County Attorney

Attachment(s) Description
(1) Draft letter to Donald and Robert Morrision (2) Section 402.176 ULDC and Fee Schedule for appeals of DRC decision (3) Emails between Donald Morrison and County Attorney's Office

Documents Requiring Action
Letter

Executive Summary
Petitioners appealing a revised final development plan for The Rock Church refuse to pay a share of the hearing costs. If authorized by the Board, the attached letter will be sent to provide for dismissal of the appeals unless payment of the Petitioners' share of estimated hearing costs is made within ten days of receipt of the letter.

Background
On June 9, 2011, the Development Review Committee (DRC) approved a revised final development plan for The Rock Church Child Care Center Modular Building, Parking Lot Lighting, Storage Buildings and Overflow Parking. Donald Morrison and Robert Morrison timely filed petitions for administrative hearing in accordance with Section 402.176, ULDC. The code provides that the "applicant and the county shall equally share the cost of conducting the hearing." The Petitioners maintain that, even in the context of this third party challenge, the "applicant" can only mean The Rock Church, and that the Petitioners will not share in the cost of the hearing (see attached email conversation between Donald Morrison and the County Attorney's Office). The Rock does not agree to pay a portion of the hearing costs for the Petitioners' challenge to The Rock's revised final development plan.

Therefore, it is recommended that the Board of County Commissioners authorize the Director of the Growth Management Department to send the attached letter to the Petitioners providing that their appeals will be dismissed after ten days of the receipt of the letter if they do not submit payment of $500, for one-half the adopted fee for a one-day hearing, for the Petitioners' share of hearing costs. Should the hearing take more than one day, the Petitioners will be required to pay for their share of the costs of the additional hearing time. If the Petitioners do not submit their payment, they will have thirty days from receipt of the letter to pursue an appeal directly in circuit court.

Issues

1. Whether a third party challenging a decision of the DRC is required to pay a share of the hearing costs. 2. Whether the County may dismiss an administrative appeal of a DRC decision on account of a petitioner's refusal to pay a share of the hearing costs. 3. Whether a party may appeal a DRC decision directly to the circuit court, without having to exhaust the administrative remedy in Section 402.176, ULDC, where there is a lack of clarity and disagreement over the code requirement for sharing of hearing costs. 4. Whether the County should pay for the hearing officer.

Fiscal Recommendation

n/a

Fiscal Alternative(s)

The additional expense to the County for paying the Petitioners' share of the hearing costs is estimated to be $500 if a local hearing officer is used and the hearing does not take more than one day. The cost could rise significantly if an administrative law judge from the Division of Administrative Hearings is used, or if the hearing takes more than one day. Petitioner, Donald Morrison, indicated that he would not know how long the hearing might take until he conducts discovery.

Funding Sources

Other Professional Services (alternative)

Account Code(s)

0100-0300-514.31-45 (alternative)

Attachment: 2_TheRockULDCandFeeSchedule.pdf
Attachment: 1_TheRockLetterDismissal.pdf
Attachment: 3_TheRockEmails.pdf

August 9, 2011

Mr. Donald G. Morrison
Morrison & Robinson, P.A.
1221 Lee Road, Suite 206
Orlando, FL 32810

Mr. Robert C. Morrison
2020 S.W. 98th Street
Gainesville, FL 32607-3203

Re: Dismissal of Petitions for Administrative Hearing on The Rock Church Revised Final Development Plan for Child Care Center Modular Building, Parking Lot Lighting, Storage Buildings and Overflow Parking

Dear Sirs:

I have read the electronic mail exchanges whereby you have taken the position that the Petitioners are not required to pay any portion of the cost of the administrative hearing to challenge the above-described revised final development plan. Consistent with past interpretation and practice, Section 402.176, Alachua County Unified Land Development Code, taken in context of an appeal by a third party to challenge a decision of the Development Review Committee, requires a petitioner to equally share the cost of the hearing with the County.

Please submit $500 (1/2 the amount from the Schedule of Fees, based on an estimated one-day hearing) on behalf of the Petitioners to the Alachua County Growth Management Department, made payable to "Alachua County Board of County Commissioners." **If the payment is not received within ten (10) days from receipt of this letter, the petitions and administrative appeal will be dismissed.** Should the hearing take more than one day, the Petitioners will be required to pay for their share of the costs of the additional hearing time. Thank you for your attention to this matter.

Sincerely,

Steve Lachnicht
Director, Growth Management Department

cc: Dave Wagner, County Attorney

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

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Service to be Furnished	Fee
GROWTH MANAGEMENT	**BUILDING PERMITTING AND CODES ENFORCEMENT:**	
(352) 374-5243	**COMMERCIAL AND NON-RESIDENTIAL SOLID WASTE PERMITS:**	
	Original Application Fee	$70.00
	Annual Renewal Fee	$35.00
	EXCAVATION AND LANDFILL ANNUAL INSPECTION:	
	Active Excavation and Landfill Special Use Permit for Construction and Demolition Debris or Excavation	$1,626.00
	Active Excavation and Landfill Special Use Permit-Clean Fill Only	$813.00
	Inactive Excavation and Landfill Special Use Permit	$350.00
	TREE REMOVAL PERMIT FEE:	
	Per application at time of submission	$90.00
	DEVELOPMENT REVIEW COMMITTEE:	
	Notice of Development Activity Signs (per sign)	$10.00
→	Hear and decide appeals of decisions of the Development Review Committee; the Zoning Administrator on sign permit applications; and hear and decide other land use cases as directed by the County Commission - Hearing Officer	$1,000.00 / day
	Notes:	
	Building Permit Fees shall be submitted at the time of building permit application No Building Permit Applications will be accepted without the required permit fee All Public, Private, and Governmental Entities shall be required to pay building permit fees	

David C. Schwartz

From: Don Morrison [dgmorrison_esq@hotmail.com]
Sent: Tuesday, July 12, 2011 9:39 PM
To: David C. Schwartz
Cc: Bob Morrison; David W. Wagner; Sylvia Torres
Subject: RE: The Rock administrative appeal

Dear Mr. Schwartz:

With all due respect, we do not need to have a conversation. The only thing that your office needs to do is apply the Code as it is plainly written, but you steadfastly refuse to do that.

Even though the Code mandates that The Rock Church, as the applicant, share equally with the County in the cost of conducting the hearing, you chose to merely "ask" the attorney for The Rock Church whether it would be willing to do so and readily accepted its refusal in that regard. Frankly, subsection 402.176(c) provides a remedy for that refusal. It allows the DRC to reconsider and revoke its approval of the project if The Rock Church does not care to pay for the cost of defending the DRC's decision in its favor.

On the other hand, I do not see anything whatsoever in the ULDC that allows you to arbitrarily come up with a figure that I must pay to the County within ten (10) days, to avoid the unlawful dismissal of my petition/appeal. Even if subsection 402.176(d) provided that the petitioner, rather than the applicant, must share the cost of conducting the hearing with the County, it contains no language whatsoever which requires that cost to be paid in advance. Then, again, as far as I have been able to discern so far, Alachua County just takes a "we make up the rules as we go" and "you do as we say on any given day" approach to the application of its Code; so, I suppose that your demand for this money is just business as usual in Alachua County.

The cavalier way in which Alachua County is willing to trample upon and run roughshod over the rights of people subject to its ordinances is absolutely shocking. We are in this appeal only because the Director of Growth Management, the DRC, and your office just completely chose to ignore the clear and unambiguous language in the ULDC that there can only be one principal use on any property that is not in a commercial or industrial district. Before the appeal was even filed, I confirmed with the Department of Growth Management that no filing fee had ever been promulgated by Alachua County. Then, after the fact, you attempted to created a filing fee out of whole cloth.

Now, having evidently realized how totally untenable your position in that regard was, you have created yet two other rights for the County out of whole cloth - the right to demand from a petitioner, who is not the applicant for the development plan under review, an advance payment of one half of the estimated cost of conducting the hearing and an attendant right by the County to dismiss that petitioner's appeal if that advance payment is not made. You attempted to justify these new rules by asserting that, in previous appeals of DRC decisions by non-applicant petitioners, the petitioner has equally shared with the County the cost of conducting the hearing. Hopefully, you realize that I am not bound by the fact that the County was able to illegally extract money from prior petitioners. Nevertheless, since you have represented to me that there are such petitioners in existence, I would be interested in contacting them. **Accordingly, please promptly provide me a list of all appeals of DRC decisions that were filed over the last five years by petitioners who were not the applicant for the development plan that was under review and, for each such appeal, the amount of the hearing costs, if any, that was paid and the name, address, and other available contact information for the party that filed the petition for hearing. If there are no such petitioners, please explain to me why you represented that there were.**

Further, since you are so determined to require Mr. Bob Morrison and me to pay one half of the cost of conducting the hearing, please explain to me why you were not equally determined to make sure that the Director of Growth Management required The Rock Church to pay the additional fees required by subsection 402.07(a) when it substantially revised its application. To date, I have not seen any evidence that such fees were ever requested or paid. If they were not collected and you remain unwilling to directly collect any costs from The Rock Church for the conduct of the hearing, you might consider now collecting those additional fees and using them to cover The Rock Church's share of that cost.

Finally, since your threat to dismiss my appeal unless I pay the County money which is not lawfully required is a violation of my due process rights and your actually carrying out that threat will be a further violation of those rights, I need to

know for purposes of future litigation who, besides you, is making the threat and who will be participating in the order to dismiss my appeal. **Accordingly, please identify for me exactly who authorized you to make the threat to dismiss my appeal unless I pay $500.00 to the County and who will be the decision-makers who will authorize your carrying out that threat.**

Your prompt attention to the foregoing matters will be greatly appreciated.

Sincerely,

Don Morrison

Donald G. Morrison, Esquire
Morrison & Robinson, P.A.
1221 Lee Road, Suite 206
Orlando, FL 32810

407-521-5140 phone
407-521-5138 fax

From: dschwartz@alachuacounty.us
To: dgmorrison_esq@hotmail.com
CC: fvbgator@yahoo.com; dww@alachuacounty.us; STorres@alachuacounty.us; slachnicht@alachuacounty.us
Date: Tue, 12 Jul 2011 12:20:43 -0400
Subject: The Rock administrative appeal

Mr. Don Morrison, you have taken the position that the Petitioners are not required to pay any portion of the cost of the hearing. I believe that is not a reasonable position, and that consistent with past interpretation and practice, Section 402.176, Alachua County Unified Land Development Code, taken in context of an appeal by a third party to challenge a decision of the Development Review Committee, requires the petitioner to equally share the cost of the hearing with the County. I know we disagree on this point, and I don't expect we are going to come to agree on this. Under any reasonable reading of the ordinance, the County is only required to equally share the cost of the administrative hearing, and is not required to bear the entire cost. As a matter of exploring options, I asked counsel for The Rock whether they would pay the other half of the cost of the hearing, and The Rock declined. The County does not intend to refer this matter to an administrative hearing when no other party will share in the cost of the hearing.

As I requested below, please submit $500 (1/2 the amount from the Schedule of Fees, based on an estimated one-day hearing) on behalf of the Petitioners to the Alachua County Growth Management Department, attn: Steve Lachnicht, Director, made payable to "Alachua County." If the payment is not received within ten (10) days from today's date, the petitions and administrative appeal will be dismissed and you may seek whatever recourse you wish in circuit court.

I sent you a message yesterday evening requesting a phone conference with the County Attorney to discuss this matter. We would still like to have a conversation in the interest of resolving the practical procedural obstacle that has arisen. Please let me know your availability. Thanks.

From: Don Morrison [mailto:dgmorrison_esq@hotmail.com]
Sent: Friday, July 08, 2011 8:34 PM
To: David C. Schwartz
Cc: David W. Wagner; Sylvia Torres; Bob Morrison
Subject: RE: The Rock administrative appeal

Dear Mr. Schwartz:

On June 15, 2011, Chris Dawson sent me an e-mail in which he essentially acknowledged that the County had not promulgated a filing fee for a written petition for hearing. You have now completely reversed that position and are asserting that (1) a filing fee has been promulgated; and (2) unless and until I pay $500.00 to the County, my right to

appeal the DRC's final decision will not be perfected.

As I pointed out to you, the fee that you are referencing is clearly not a filing fee. It is identified in the County's *Schedule of Fees and Charges* as a per diem fee that is charged for the following service: "Hear and decide appeals of decisions of the Development Review Committee." There are three primary problems with the position that you now are taking.

First, the aforesaid description of service to be furnished does not reference subsection 402.176(a) or in any other manner indicate that it is a fee for filing a written petition for hearing. Given that the County clearly identified other fees in its Schedule as being a "filing fee," the absence of such descriptive language for the per diem fee that you are now asserting is really a filing fee is fatal to your position.

Second, the description given for the per diem fee, in fact, shows by its very language that it is for a service directly related to the "cost of conducting the hearing, including the services of the hearing officer and court reporter." The responsibility for that cost is already addressed in subsection 402.176(d) which requires that it be shared equally by the applicant and the County.

Third, the fee is expressed as a per diem amount. No filing fee for any civil action or appeal has ever been expressed as a per diem amount which, by its very nature, is indeterminate. The County's attempt to belatedly impose a filing fee for my appeal that is not fixed, but rather expressed as a per diem amount, is a blatant violation of my due process rights.

In his e-mail to me on June 15, 2011, Mr. Dawson indicated that no past petitioner has been charged a filing fee. If that is not, in fact, the case, please promptly provide me a list of all appeals of DRC decisions that were filed over the last five years and, for each such appeal, the amount of the filing fee, if any, that was paid and the name, address, and other available contact information for the party that filed the petition for hearing. If, as Mr. Dawson indicated, the County has not previously charged a filing fee for a petition for hearing, please explain to me why the County has singled out Bob Morrison and me for disparate treatment.

I noted that, at the end of your e-mail, you chose to avoid answering the direct question which I had put to you. Instead, you opined that the County's Code is ambiguous as to who must pay for the cost of conducting the hearing. The fact that you declare something to be ambiguous does not make it so. The Code is not at all ambiguous in that respect. Rather, it clearly delineates who is responsible for paying the fees and costs occasioned by an appeal.

In subsection 402.176(a), it specifies that the petitioner must pay the "appropriate fee" when filing the written petition for hearing. Since the County has never bothered to promulgate a filing fee for those types of petition, the appropriate fee is currently zero.

In subsection 402.176(d), it clearly specifies who will be responsible for the cost of conducting the hearing, i.e., the County and the applicant. The fact that you do not agree with the Board of County Commissioner's decision to split the costs and fees in this manner does not, *ipso facto*, place those provisions in conflict with one another or make them ambiguous. In fact, during our conversation, I gave you a perfectly logical reason as to why the Commission may have chosen to require the applicant to bear half of the cost of conducting the hearing. In any event, if you want to change way in which fees and costs are allocated in Article 28 of Chapter 402, there is an appropriate legal process through which you can do so. However, our due process rights do not allow you to do so via your own fiat.

Finally, based on our conversation, it my understanding that the County will be my primary opposition in this appeal and will be zealously advocating in favor of the relief that The Rock of Gainesville, Inc., was given by the DRC. As I pointed out to you, it appears that the County's position has not changed then from that which County Staff took before the DRC. It is my further understanding that The Rock of Gainesville, Inc., will also be allowed to participate as a party in the hearing but will not be liable for paying any of the cost of conducting that hearing unless it voluntarily agrees to do so. **If either of those two understandings is incorrect, please advise me of that fact immediately.**

Your prompt attention to the highlighted requests will be greatly appreciated.

Sincerely,

Donald G. Morrison

Donald G. Morrison, Esquire
Morrison & Robinson, P.A.
1221 Lee Road, Suite 206
Orlando, FL 32810

407-521-5140 phone
407-521-5138 fax

From: dschwartz@alachuacounty.us
To: dgmorrison_esq@hotmail.com; fvbgator@yahoo.com
CC: dww@alachuacounty.us; STorres@alachuacounty.us
Date: Fri, 8 Jul 2011 17:21:52 -0400
Subject: The Rock administrative appeal

Mr. Don Morrison, I am following up on our phone conversation a short while ago today. Here are code and fee schedule excerpts we discussed.

> Sec. 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.

The appropriate fee for a hearing officer to hear and decide appeals of decisions of the DRC is $1,000/day, pursuant to the Alachua County FY 10/11 Schedule of Fees and Charges for Services, attached. See http://www.alachuacounty.us/Depts/OMB/Documents/Fees-and-Charges-for-Fiscal-Year-2010-2011-(Revised-February-8,-2011).pdf
Don has pointed out an ambiguity in the ordinance, in that paragraph (d) requires the County to share equally in the cost of the hearing. I suggest that the Petitioners and the County share equally in the actual cost of the hearing; that based on an estimated 1-day hearing, the Petitioners submit $500 (1/2 the amount from the Schedule of Fees) to the Alachua County Growth Management Department, attn: Steve Lachnicht, Director, made payable to "Alachua County"; and that when the hearing is concluded and all costs are known, the Petitioners and/or County make payment or refund to reconcile their respective costs of the hearing so as to be shared equally. Since the code requires the party appealing the DRC decision to file the appropriate fee along with the petition for hearing, please go ahead and make payment in order to perfect your right to an administrative appeal. The fee in the adopted Schedule of Fees is not dependent upon whether a Division of Administrative Hearings administrative law judge or some other independent hearing officer is used, and therefore we can address the particular selection after you have paid the fee.

In regard to Don's questions, below, I provide the following responses:

Why did your office use the word "applicant" if it really meant petitioner? I don't know. We now know there are some conflicts and ambiguities in the code that should be corrected.

What case law supports your evident position that the County can now ignore the plain and unambiguous language of its own Code with regard to who must pay the cost of conducting the hearing? As mentioned, there are conflicts and ambiguities in the code. I wish I could say the code is unambiguous, but unfortunately that is not the case because in one paragraph it requires the person appealing the DRC order to pay an appropriate fee, and then in another paragraph it requires the County and "applicant" to split the cost of the hearing. I do not believe that the code can reasonably be read to relieve the party filing the appeal from having to share or participate in the cost of the hearing.

I have suggested a solution that I think is fair and will allow the Petitioners to perfect the right to an administrative appeal.

Thank you for your attention to this matter.

From: Don Morrison [mailto:dgmorrison_esq@hotmail.com]
Sent: Thursday, July 07, 2011 7:12 PM
To: David C. Schwartz
Cc: David W. Wagner; Sylvia Torres; braswell@scruggs-carmichael.com; Bob Morrison
Subject: RE: The Rock administrative appeal

Dear Mr. Schwartz:

I greatly appreciate your efforts to minimize the costs of the administrative appeal and, possibly, secure someone who is more familiar with Alachua County. In those respects, Mr. Silverman sounds as though he might be a very good alternative to a DOAH hearing officer. Before you actually select Mr. Silverman or any other independent hearing officer, though, I would appreciate your furnishing me a copy of his or her resume and/or a written summary of his or her legal background and qualifications.

In addition, I would appreciate your providing the following information to me regarding Mr. Silverman and any other independent hearing officer whom you might be considering:

1. How many times has he or she served as a hearing officer for the County?
2. How many times has he or she ruled in favor of the County in that capacity?
3. What areas of his or her practice involve or entail interaction with the County and/or depend upon his or her ability to obtain favorable action from the County on behalf of his or her clients?
4. What ties of any nature does he or she have to the County's Department of Growth Management, Department of Environmental Protection, Department of Public Works, and/or any of their personnel?
5. What ties of any nature does he or she have to The Rock of Gainesville, Inc., and/or to anyone directly involved with it as a director, officer, employee, student, parent or guardian of a student, and/or member or attendee of its church?

If you provide the foregoing information and documentation to me, I will promptly let you know whether I have any objections to or concerns about the person whom you might wish to select as an independent hearing officer.

With respect to the cost of conducting the hearing, you seem to be intent on ignoring the plain language of the ULDC. I assume that the County Attorney's office wrote the language in Section 402.176(d) that reads as follows: The applicant and the county shall equally share the cost of conducting the hearing, including the services of the hearing officer and court reporter. Before I respond to your request that I agree to share a portion of those costs notwithstanding the clear language of Section 402.176(d), please address two questions for me. Why did your office use the word "applicant" if it really meant petitioner? What case law supports your evident position that the County can now ignore the plain and unambiguous language of its own Code with regard to who must pay the cost of conducting the hearing?

I will look forward to receiving your responses to the foregoing questions and requests.

Sincerely,

Donald G. Morrison

Donald G. Morrison, Esquire
Morrison & Robinson, P.A.
1221 Lee Road, Suite 206
Orlando, FL 32810

407-521-5140 phone
407-521-5138 fax

From: dschwartz@alachuacounty.us
To: dgmorrison_esq@hotmail.com; fvbgator@yahoo.com; braswell@scruggs-carmichael.com

CC: dww@alachuacounty.us; STorres@alachuacounty.us; slachnicht@alachuacounty.us
Date: Thu, 7 Jul 2011 10:39:23 -0400
Subject:

Dear Mr. Don Morrison and Mr. Robert Morrison,

The rate for an administrative law judge from the Division of Administrative Hearings is $144.00 per hour. We have also used Paul Silverman as an independent hearing officer, and his rate is $100.00 per hour for hearing time and $75 for non-hearing time.

If the hearing lasts 8 hours, for example, then at Mr. Silverman's rate the hearing would cost $800, plus an estimated $450 for review of the record and preparation of a final order ($75 x 6 hours), and there would also be the cost of a court reporter if one is utilized.

Don previously raised an objection or issue regarding the Petitioners' responsibility for sharing the cost of the hearing. Now that petitions have been filed, we need to select a hearing officer and resolve the matter of responsibility for payment of the cost of the hearing. I propose that we use Mr. Silverman. I also request confirmation that the Petitioners agree to share equally with the County the cost of the hearing. If The Rock intends to participate as a party to the hearing, perhaps we could arrange for a 3-way split of the hearing costs.

I look forward to your reply.

Sec. 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.

(d) The applicant and the county shall equally share the cost of conducting the hearing, including the services of the hearing officer and court reporter.

August 9, 2011 Regular BoCC Meeting
Agenda Item #11

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

Amount
N/A

Description
Request Approval of the Agreement between Alachua County and CVS 1815 FL, LLC in connection with a new CVS Pharmacy at NW 23rd Avenue and NW 43rd Street

Recommendation
Direct staff to prepare an agreement between Alachua County and CVS 1815 FL, LLC. for construction reimbursement in connection with proposed CVS Pharmacy at the northwest corner of the intersection of NW 43rd Street and NW 23rd Avenue.

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

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

Originating Department
Public Works

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

Documents Requiring Action
N/A

Executive Summary
CVS 1815 FL, LLC has proposed a new CVS Pharmacy at the northwest corner of the intersection of NW 23rd Avenue and NW 43rd Street are seeking relief in terms of the construction of a median divider along their NW 23rd Avenue frontage. During the development of the NW 23rd Avenue plans, staff had proposed the installation of a median divider along the entire frontage of the strip mall located on this corner. CVS 1815 FL, LLC has an option to purchase the strip mall and the adjacent seafood restaurant just north of the intersection with the intent of redeveloping the site for a CVS Pharmacy. CVS 1815 FL, LLC agrees to restrict their connection to NW 23rd Avenue to a right-in/right-out only condition. In addition to a splitter island at the proposed driveway, a median divider is needed to restrict illegal movements in and out of the driveway. Since the County would have borne the costs of the median divider, CVS 1815 FL, LLC is asking for reimbursement for the cost of installation of the median divider. Public Works staff agrees that reimbursement is appropriate since the divider was already budgeted and will be built earlier with this action. CVS 1815 FL, LLC would bear all other costs, including signage and temporary restriping and maintenance of traffic that would not have been a part of the County's project at this location.

Background
Because of the timing of the proposed NW 16th Avenue/16th Boulevard/NW 23rd Avenue project. CVS 1815 FL, LLC, in the development of a new pharmacy at the northwest corner of the intersection of NW 23rd Avenue and NW 43rd Street is seeking

relief in terms of the construction of a median divider along their NW 23rd Avenue frontage. The County had proposed the installation of the median divider as a part of the Safety and Operational Analysis Report associated with the NW 23rd Avenue project. During the development of the NW 23rd Avenue plans, staff had proposed the installation of a median divider along the entire frontage of the strip mall located on this corner as a part of the Safety and Operational Analysis Report associated with the NW 23rd Avenue project. The County would have borne the cost of the installation of the divider as a part of the NW 23rd Avenue project. CVS 1815 FL, LLC has an option to purchase the strip mall and the adjacent seafood restaurant with the intent of redeveloping the site for a CVS Pharmacy. CVS 1815 FL, LLC agrees to restrict their connection to NW 23rd Avenue to a right-in/right-out condition. In addition to a splitter island at the proposed driveway, a median divider is needed to restrict illegal movements in and out of the driveway. Since the County would have borne the costs of the median divider, the developer is asking for reimbursement for the cost of installation of the median divider. Public Works staff agrees that reimbursement is appropriate because this work was already budgeted and this action will allow the work to proceed earlier and minimize disruption to the public. CVS 1815 FL, LLC would bear all other costs, including signage and temporary restriping and the maintenance of traffic that would not have been a part of the County's project. The concrete divider was shown on the 30% plans that the Board approved on July 14th. The final development plan approval for the CVS Pharmacy is tentatively scheduled to appear before the Development Review Committee on August 5th. The anticipated cost of the reimbursement is estimated to be $10,150. CVS 1815 FL, LLC will bear the restriping costs estimated to be $14,250. Actual amount of the reimbursement will be based on the actual contract amount that we will require CVS 1815 FL, LLC to provide for preparation of a developer's agreement.

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

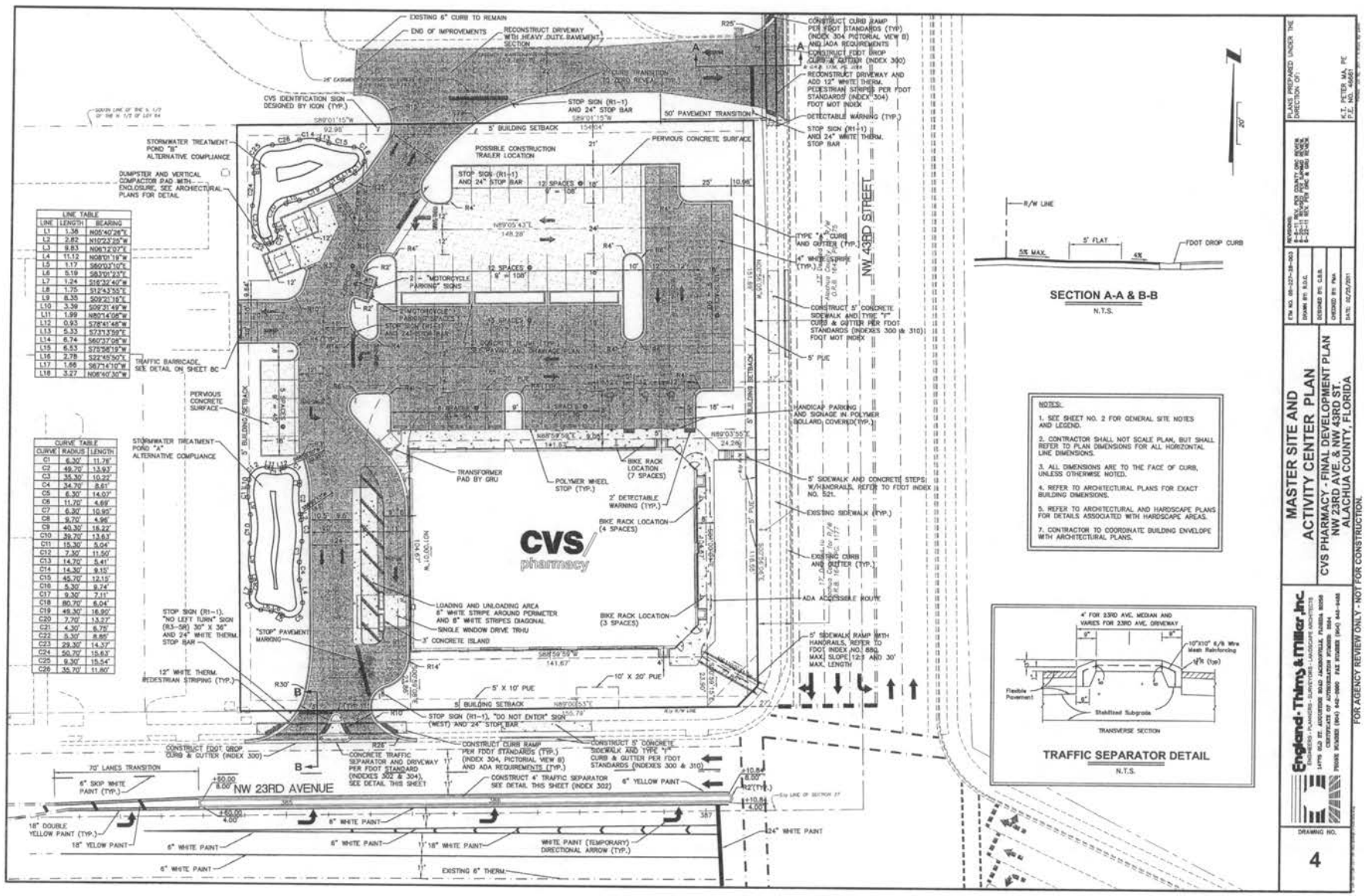
Fiscal Recommendation
N/A

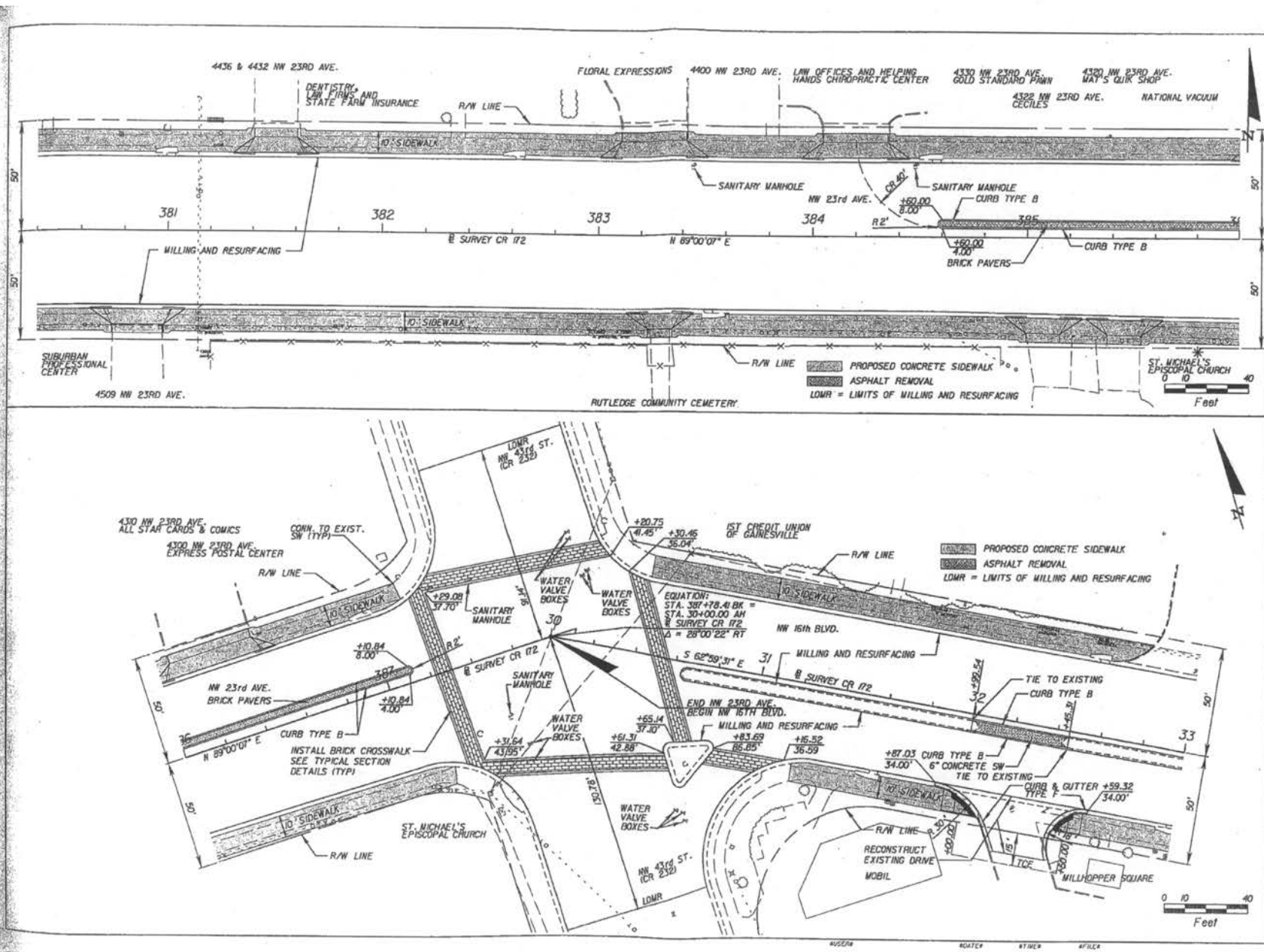
Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Fund

Account Code(s)
149-7911-541.63-00

Attachment: CVS 1815 Final DRC.pdf
Attachment: Draft NW 23rd Avenue Plan.pdf


NW 23RD AVENUE
NW 43RD STREET
CVS pharmacy
EXISTING 6" CURB TO REMAIN
END OF IMPROVEMENTS
RECONSTRUCT DRIVEWAY WITH HEAVY DUTY PAVEMENT SECTION
CONSTRUCT CURB RAMP PER FDOT STANDARDS (TYP) (INDEX 304 PICTORIAL VIEW B) AND ADA REQUIREMENTS
CONSTRUCT FDOT DROP CURB & GUTTER (INDEX 300)
RECONSTRUCT DRIVEWAY AND ADD 12" WHITE THERM. PEDESTRIAN STRIPES PER FDOT STANDARDS (INDEX 304) FDOT MOT INDEX
DETECTABLE WARNING (TYP.)
STOP SIGN (R1-1) AND 24" WHITE THERM. STOP BAR
50' PAVEMENT TRANSITION
CVS IDENTIFICATION SIGN DESIGNED BY ICON (TYP.)
STOP SIGN (R1-1) AND 24" STOP BAR
5' BUILDING SETBACK
POSSIBLE CONSTRUCTION TRAILER LOCATION
PERVIOUS CONCRETE SURFACE
STORMWATER TREATMENT POND "B" ALTERNATIVE COMPLIANCE
DUMPSTER AND VERTICAL COMPACTOR PAD WITH ENCLOSURE, SEE ARCHITECTURAL PLANS FOR DETAIL
12 SPACES @ 9' = 108'
TYPE "F" CURB AND GUTTER (TYP.)
4" WHITE STRIPE (TYP.)
2 - "MOTORCYCLE PARKING" SIGNS
4 MOTORCYCLE PARKING SPACES
3 SPACES @ 9' = 27'
STOP SIGN (R1-1) AND 24" STOP BAR
CONSTRUCT 5' CONCRETE SIDEWALK AND TYPE "F" CURB & GUTTER PER FDOT STANDARDS (INDEXES 300 & 310) FDOT MOT INDEX
5' PUE
TRAFFIC BARRICADE, SEE DETAIL ON SHEET 8C
PERVIOUS CONCRETE SURFACE
HANDICAP PARKING AND SIGNAGE IN POLYMER BOLLARD, COVERED (TYP.)
STORMWATER TREATMENT POND "A" ALTERNATIVE COMPLIANCE
TRANSFORMER PAD BY GRU
POLYMER WHEEL STOP (TYP.)
BIKE RACK LOCATION (7 SPACES)
2' DETECTABLE WARNING (TYP.)
5' SIDEWALK AND CONCRETE STEPS W/HANDRAILS, REFER TO FDOT INDEX NO. 521.
EXISTING SIDEWALK (TYP.)
BIKE RACK LOCATION (4 SPACES)
EXISTING CURB AND GUTTER (TYP.)
ADA ACCESSIBLE ROUTE
LOADING AND UNLOADING AREA 6" WHITE STRIPE AROUND PERIMETER AND 6" WHITE STRIPES DIAGONAL
SINGLE WINDOW DRIVE THRU
BIKE RACK LOCATION (3 SPACES)
5' SIDEWALK RAMP WITH HANDRAILS, REFER TO FDOT INDEX NO. 850, MAX. SLOPE 1:2.5 AND 30' MAX. LENGTH
3' CONCRETE ISLAND
STOP SIGN (R1-1), "NO LEFT TURN" SIGN (R3-5R) 30" X 36" AND 24" WHITE THERM. STOP BAR
"STOP" PAVEMENT MARKING
12" WHITE THERM. PEDESTRIAN STRIPING (TYP.)
10' X 20' PUE
5' X 10' PUE
5' BUILDING SETBACK
STOP SIGN (R1-1), "DO NOT ENTER" SIGN (WEST) AND 24" STOP BAR
CONSTRUCT FDOT DROP CURB & GUTTER (INDEX 300)
CONCRETE TRAFFIC SEPARATOR AND DRIVEWAY PER FDOT STANDARD (INDEXES 302 & 304), SEE DETAIL THIS SHEET
CONSTRUCT CURB RAMP PER FDOT STANDARDS (TYP.) (INDEX 304, PICTORIAL VIEW B) AND ADA REQUIREMENTS (TYP.)
CONSTRUCT 5' CONCRETE SIDEWALK AND TYPE "F" CURB & GUTTER PER FDOT STANDARDS (INDEXES 300 & 310)
CONSTRUCT 4' TRAFFIC SEPARATOR SEE DETAIL THIS SHEET (INDEX 302)
6" YELLOW PAINT
70' LANES TRANSITION
6" SKIP WHITE PAINT (TYP.)
18" DOUBLE YELLOW PAINT (TYP.)
18" YELLOW PAINT
6" WHITE PAINT
24" WHITE PAINT
WHITE PAINT (TEMPORARY) DIRECTIONAL ARROW (TYP.)
EXISTING 6" THERM.
LINE TABLE
CURVE TABLE
R/W LINE
5' FLAT
5% MAX.
4%
FDOT DROP CURB
SECTION A-A & B-B
N.T.S.
NOTES:
1. SEE SHEET NO. 2 FOR GENERAL SITE NOTES AND LEGEND.
2. CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO PLAN DIMENSIONS FOR ALL HORIZONTAL LINE DIMENSIONS.
3. ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
4. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
5. REFER TO ARCHITECTURAL AND HARDSCAPE PLANS FOR DETAILS ASSOCIATED WITH HARDSCAPE AREAS.
7. CONTRACTOR TO COORDINATE BUILDING ENVELOPE WITH ARCHITECTURAL PLANS.
4" FOR 23RD AVE. MEDIAN AND VARIES FOR 23RD AVE. DRIVEWAY
10"X10" 6/6 Wire Mesh Reinforcing
Flexible Pavement
Stabilized Subgrade
TRANSVERSE SECTION
TRAFFIC SEPARATOR DETAIL
N.T.S.
MASTER SITE AND ACTIVITY CENTER PLAN
CVS PHARMACY - FINAL DEVELOPMENT PLAN
NW 23RD AVE. & NW 43RD ST.
ALACHUA COUNTY, FLORIDA
FOR AGENCY REVIEW ONLY - NOT FOR CONSTRUCTION.
England-Thims & Miller, Inc.
DRAWING NO.
4



SHT. NO. 17

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

ALACHUA COUNTY PUBLIC WORKS ENGINEERING

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

HDR Engineering, Inc.

August 9, 2011 Regular BoCC Meeting
Agenda Item #12

Title
Proposed High Springs Annexation and Resulting Enclave. (Amended)

Amount
N/A

Description
Request to approve letter from the Chair to the Mayor of High Springs regarding proposed annexation requesting that City not proceed with annexation as proposed because it would create an enclave and not meet legal requirements; and, request for authorization for staff to participate in the City of High Springs public hearing on this proposal.

Recommendation
(1)Authorize Chair to sign letter to the Mayor of High Springs requesting that the City not proceed with proposed annexation because it would not meet legal requirements; (2) authorize staff to participate in the City of High Springs public hearings on this proposal.

Alternative(s)
Do not authorize a letter from the Chair to the City of High Springs and provide alternative direction to staff.

Requested By
Ben Chumley, Senior Planner, on behalf of County Annexation Team (374-5249)

Originating Department
Growth Management

Attachment(s) Description
Draft Letter to Mayor of High Springs for Chair's signature with maps attached; Maps (2) showing the proposed annexation and resulting enclave; Letter from High Springs City Attorney dated June 27, 2011 including Report to Owner Ordinance and Map titled 'Exhibit A' showing some of the natural and manmade obstacles which the City believes makes this area an existing enclave; Powerpoint Presentation; Excerpts from Boundary Adjustment Act on Enclaves and Annexation Criteria.

Documents Requiring Action
Letter from the Chair to Mayor of High Springs with two maps showing potential enclave.

Executive Summary
The City of High Springs has proposed a voluntary annexation of approximately 10.36 acres. The City adopted a "Report to Owner Ordinance" for the proposed area to be annexed on June 23, 2011, and has planned first reading of the annexation ordinance on July28th and second reading on August 25th. The County's Annexation Team has reviewed the proposed annexation and met with the City of High Springs Attorney and Planner to discuss concerns about the annexation creating an enclave and determined that it would create an enclave and therefore not meet the legal requirements for annexation under the Boundary Adjustment Act (BAA). Voluntary annexations which result in the creation of an enclave, which is defined in the BAA as "any unincorporated area which is totally enclosed within and bounded by a single municipality", are prohibited by the Act. The High Springs City Attorney and Staff have apprised the County Annexation Team of their position that an enclave already exists in this area, and that the proposed annexation would partially reduce this enclave and therefore not violate the prohibition in the BAA on creation of an enclaves. The property proposed for annexation by High Springs has been reviewed by the County Annexation

Team a couple of times in recent years, and the Annexation Team advised the City of the problem with creating an enclave, and in 2003, the City removed the property from a larger annexation, and in 2008, did not proceed with the annexation. Staff recommends that the County Commission send a letter from the Chair to the Mayor of High Springs notifying the City of the County's position that the proposed annexation would result in the creation of an enclave, and requesting that the City not proceed with adoption of the annexation as proposed; also staff recommends that the Board authorize staff to participate in the City of High Springs public hearing on this proposal.

Background

The County Annexation Team reviewed a proposed voluntary annexation by the City of High Springs as provided in Report to Owner Ordinance 2011-06, adopted by the High Springs City Commission on June 23, 2011. The proposed annexation area is 10.36 acres, is identified by tax parcel number 01519-002-000, and is owned by Northend Homeland, LLC (see attached maps). The Alachua County Boundary Adjustment Act (BAA) identifies the legal requirements for voluntary annexations, i.e. that the area to be annexed must be within the City's Reserve Area, be compact, contiguous to city boundaries and not create an enclave. One definition of enclave in the BAA provided in Section 225.04(7)(a) is "any unincorporated area which is totally enclosed within and bounded by a single municipality" (see attached Excerpts from BAA for other definitions of enclave). Section 225.10(5) of the BAA says "Land shall not be annexed through voluntary annexations when such annexation results in the creation of enclaves." This proposed annexation would not comply with the BAA prohibition on the creation of enclaves because it would totally enclose several unincorporated parcels shown in red crosshatch on the attached maps within the High Springs municipal boundaries. The City Attorney and City staff have apprised the Annexation Team of their position that an enclave already exists in this area, and that the proposed annexation would partially reduce this enclave and not create an enclave. The City's position is based on their interpretation of the part of the BAA definition of enclave in Section 225.04(7)(b) that says an enclave is "any unincorporated area which is totally enclosed within and bounded by a single municipality and any natural or manmade obstacles which prohibit the passage of vehicular traffic to the unincorporated area unless the traffic passes through the municipality"; they have indicated that various fences, trees and dirt berms on unincorporated properties in the vicinity of this proposed annexation (as shown in the attached letter from the City of High Springs dated June 27th with Map titled 'Exhibit A') are such natural or manmade obstacles. The County Annexation Team met with the City of High Springs Attorney and Planner on this question; no legal authority was identified to support this position, and the County's Annexation Team has advised that Courts have found permanent obstacles, such as bodies of water or railroad lines to be the sort of "natural or manmade obstacles" meant by this part of the definition of enclave, but have not ruled that more easily removed things such as fences, trees and dirt berms are covered under the definition. The Annexation Team, therefore, does not agree that an enclave currently exists. The County's Annexation Team has noted the practical and legal problems the City of High Springs interpretation raises. Things such as fences, trees and dirt berms are often present on unincorporated properties, particularly in rural areas. If the presence of these less-permanent things were considered to be the kind of obstacles meant in the definition of enclave in Section 225.04(7)(b) of the BAA as asserted by the City of High Springs, then much of the unincorporated area could be considered an existing enclave; it would also mean that whether such things were present would need to evaluated by municipalities in connection with each annexation to determine whether it met the BAA requirement that an annexation not result in creation of an enclave. This interpretation raises the question of whether annexations that totally enclose unincorporated properties within municipal boundaries as described in the definition of enclave in Section 225.04(7)(a) of the BAA would not be considered to violate the general prohibition on creation of enclaves in Section 225.10(5) of the BAA where less-permanent obstacles are present on surrounding properties. This would be contrary to the underlying purpose of the prohibition in annexation law on creation of enclaves, which is to avoid confusion and potential conflict with respect to service delivery responsibilities among jurisdictions and problems with intergovernmental coordination as development occurs in the future. The property proposed for annexation has been reviewed two times in recent years and was not annexed by the City because its annexation would have created an enclave. In 2003, the subject property was removed from a larger annexation when the Annexation Team advised that its annexation would create an enclave and removal of this property from the proposed annexation would prevent the creation of the enclave because it left an opening of unincorporated area for access to the other unincorporated areas to the west and north. Then in 2008, when annexation of this property and the three adjacent properties immediately to the west was proposed, the City did not proceed with the annexation after the County's Annexation Team noted it would create an enclave of the several parcels to the north of the subject property. City of High Springs staff has advised that first reading of the Annexation Ordinance (Ord. #2011-08) for this property was planned for July 28th and adoption of the ordinance on second reading is planned for August 25th. Staff has prepared the attached letter from the Chair to

the Mayor requesting that the City of High Springs not proceed with adoption of this annexation as proposed in Ordinance #2011-08; the letter notes the possibility that annexation of this property could occur if it were coordinated with annexation of other unincorporated properties to the west and north that would otherwise be made into enclaves. Staff also recommends that the Commission authorize participation by County staff at the City of High Spring Public Hearing on August 25th on adoption of the proposed annexation.

Issues
Should the County Commission send a letter from the Chair to the Mayor of High Springs requesting that the City not proceed with the annexation as proposed by City Ord. #2011-08? This relates to the general issue of whether the presence of trees, fences, or dirt berms on unincorporated properties in or around an area to be annexed should be considered "natural or manmade obstacles" within the meaning of enclave as defined in Section 225.04(7)(b) of the Boundary Adjustment Act, although courts have not ruled that such things are covered by this definition, and negate the general prohibition in the BAA on annexations that would result in the creation of enclaves.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Chair Letter High Springs Northend Annexation 080911.pdf
Attachment: Letter from High Springs with Maps 062711.pdf
Attachment: Enclave Map2.pdf
Attachment: Presentation High Springs Annexation 080911.pdf
Attachment: Excerpts from BAA on Enclaves.pdf
Attachment: Enclave Map1.pdf

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

August 9, 2011

VIA Certified Mail Return Receipt

Honorable Larry Travis, Mayor
City of High Springs
110 NW 1st Avenue
High Springs, FL 32643

RE: Voluntary Annexation of Northend Homeland, LLC Parcel #01519-002-000

Honorable Mayor Travis,

The Alachua County Board of County Commissioners has reviewed the annexation proposed by the City of High Springs in Report to Owner Ordinance 2011-06, adopted by the High Springs City Commission on June 23, 2011. We understand that first reading of the Annexation Ordinance (Ord. #2011-08) was planned for July 28th and that adoption on second reading is planned for August 25th. The County Commission supports annexations that meet legal requirements that the area to be annexed be within the City's Reserve Area, be compact, contiguous to city boundaries and not create an enclave. This annexation though, would not comply with the prohibition against creation of enclaves because it would totally enclose the unincorporated parcels shown in red crosshatch on the attached map within High Springs municipal boundaries (a definition of enclave in the Boundary Adjustment Act (BAA) is "any unincorporated area which is totally enclosed within and bounded by a single municipality"); therefore at its meeting on August 9th the County Commission voted to respectfully request that the City not proceed with annexation of parcel 01519-002-000 as proposed because it would not meet legal requirements. (Section 225.10(5) of the Boundary Adjustment Act says "Land shall not be annexed through voluntary annexations when such annexation results in the creation of enclaves.")

We understand that the City Attorney and City staff have apprised the County's Annexation Team of the position that an enclave already exists in this area and that the proposed annexation would partially reduce this enclave and not create a new enclave. This is based on their interpretation of the part of the BAA definition of enclave that says "natural or manmade obstacles which prohibit the passage of vehicular traffic to the unincorporated area unless the traffic passes through the municipality" in combination with a municipal boundary, would result in an enclave: they have indicated that various fences, trees and dirt berms on unincorporated properties in the vicinity of this proposed annexation are such obstacles, but did not identify any caselaw to support this interpretation. The County's Annexation

Team has advised that Courts have found permanent obstacles, such as bodies of water or railroad lines to be the sort of "natural or manmade obstacles" meant by this part of the definition of enclave, but have not ruled that more easily removed things such as fences, trees and dirt berms are covered, and we do not agree that an enclave currently exists. It should be noted that the property proposed for annexation has been reviewed a couple of times in recent years and not annexed by the City because its annexation would create an enclave: When the County's Annexation Team advised the City of High Springs attorney of the same problem in 2003, the property was removed from a larger annexation, and in 2008 when annexation of this property and the three adjacent properties immediately to the west was proposed, the City did not proceed with the annexation after the County's Annexation Team noted it would create an enclave.

We request that the City not proceed with further public hearings on Annexation Ordinance #2011-08 until annexation of the unincorporated properties that would be made into an enclave can be coordinated with annexation of parcel 01519-002-000. Should the City proceed with second reading on this Ordinance in August, we would appreciate it if you would share this letter with the City Commission and include it in the record of the public hearing.

Please do not hesitate to contact me or County Manager Randall Reid, if you have any questions or require additional information. As always, we greatly appreciate the continued cooperation between the City of High Springs and Alachua County.

Sincerely,

Lee Pinkoson, Chair
Alachua County Commission

chr11.093
LP/BC/bc

Attachment: Maps of Proposed High Springs Annexation and Resulting Enclave

cc: Board of County Commissioners
Randall H. Reid, County Manager
Dave Wagner, County Attorney
Rick Drummond, Assistant County Manager
Thomas DePeter, Attorney, City of High Springs
Jenny Parham, City Manager, City of High Springs
Christian Popoli, City of High Springs Planner
Alachua County Annexation Team

110 NW 1st Avenue
High Springs, Florida 32643

Telephone: (386) 454-1416
Facsimile: (386) 454-2126
Web: highsprings.us

RECEIVED
06-29-11
AC Growth Mgt.

OFFICE OF THE CITY ATTORNEY

June 27, 2011

Board of Count Commissioners
c/o Alachua County Department of Growth Management
Attn: Annexation Team
10 SW 2nd Avenue, Third Floor
Gainesville, Florida 32601-6294

Re: Report to Owner Ordinance, Proposed Annexation

Dear Annexation Team:

Enclosed is one Report to Owner ordinance (Urban Services Report) adopted on second reading by the High Springs City Commission on June 23, 2011, and submitted to the Alachua County Board of County Commissioners pursuant to Section 225.13(2) of the Boundary Adjustment Act, more particularly described as follows:

Ordinance No.	Applicant	Tax Parcel No.
2011-06	Northend Homeland, LLC	01519-003-000

I expect the first reading of the annexation ordinance for this property (Ordinance 2011-08) will be on July 28, 2011. In accordance with the Boundary Adjustment Act, final adoption of the annexation ordinance will be at least 60 days after service of the report to owner (likely on August 25, 2011).

Christian Popoli indicated that you might want City staff to meet with the annexation team prior to consideration of the annexation ordinance, and we are willing to do that. At this time, we plan to attend the July 11, 2011, meeting of the annexation team. Please let us know if that is not convenient for the County.

I have also enclosed an additional map showing some of the natural and manmade obstacles which the City believes qualifies this property as an enclave pursuant to Section 225.04(7)(c) of the Boundary Adjustment Act.

If you have any questions regarding this matter, please feel free to contact me at 386-454-1212, or Christian Popoli at 386-454-1416, ext. 3. Otherwise, we will plan to see you on July 11, 2011.

Sincerely,

Thomas G. DePeter
City Attorney

Enclosures

ORDINANCE 2011-06

AN ORDINANCE ADOPTING AND CONTAINING REPORT TO OWNER OF REAL PROPERTY (TAX PARCEL NO. 01519-002-000) PROPOSED FOR VOLUNTARY ANNEXATION BY THE CITY OF HIGH SPRINGS, FLORIDA; PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS, FLORIDA:

Section 1.

Upon application of Northend Homeland, LLC for voluntary annexation of real property by the City of High Springs, Florida, and pursuant to the requirement of Subsection (2) of Section 10, of Chapter 90-496, Laws of Florida (Boundary Adjustment Act), as amended, the City Commission of the City of High Springs, Florida, hereby adopts the following "Report to Owner of Real Property Proposed for Voluntary Annexation by the City of High Springs, Florida", to wit:

OWNER/APPLICANT: Northend Homeland, LLC

ADDRESS: 16217 NW 202nd Street, Alachua, FL 32615

PROPERTY IDENTIFICATION: TAX PARCEL: 01519-002-000; TOTAL ACRES: 10.36(+-); SEC. 12, TNSHP 8 S., RGE 17 East

LEGAL DESCRIPTION: AS PER " LEGAL DESCRIPTION", ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"

Dear Property Owner:

Pursuant to the requirements of Laws of Florida, Chapter 90-496, Boundary Adjustment Act (BAA), as amended, the City of High Springs, reports the following information concerning your pending petition for voluntary annexation of your above-described property detailing the effect of the annexation upon municipal services and taxes if the proposed annexation occurs. The purposes of the City's annexation policy are to:

* Ensure sound urban development and accommodation of growth;
* Ensure the efficient provision of urban services to areas that become urban in character;
* Ensure that areas are not annexed unless municipal services can be provided to those areas;
* Promote cooperation between the City, neighboring municipalities, and Alachua County regarding the provision of services and the regulation of urban areas at the boundaries of the municipalities;
* Assure that the procedures relating to annexation protect all parties affected; and
* Encourage development in designated reserve areas that efficiently utilize services and prevent urban sprawl.

YOU MAY ELECT TO WITHDRAW YOUR PETITION WITHIN TWENTY (20) DAYS AFTER THE DATE OF RECEIPT OF THIS REPORT. IF YOU DO NOT WITHDRAW YOUR PETITION WITHIN SAID TIME, THE CITY WILL PROCEED WITH THE EVALUATION AND DETERMINATION OF YOUR REQUEST FOR VOLUNTARY ANNEXATION.

(1) **Eligibility and Prerequisites to Annexation.** The City has reviewed your application and has made a preliminary determination that your property is contiguous to the City's boundaries, is reasonably compact, includes no area within the boundary of another county or municipality, contains no portion outside the urban reserve area of the City of High Springs, will not create an enclave, and, if applicable, meets the urban purposes requirements of Subsections (1)(a), (1)(b) and (1)(c) of Section 9 of the Boundary Adjustment Act. In accordance with Sections 10 and 13 of the Boundary Adjustment Act, the City furnishes you this report containing the following required information:

1. A statement as to what extent services to existing residents would need to be reduced within the next 5 years because of the annexation. (EXHIBIT "B").

2. A statement as to what extent taxes would need to be adjusted within the next 5 years to provide services to the areas to be annexed, including services required by the City Comprehensive Plan. (EXHIBIT "B").

3. A statement as to what extent the area to be annexed meets the criteria in Section 9 of the Boundary Adjustment Act. (EXHIBIT "B").

The City of High Springs encourages communication and joint planning activities with Alachua County and neighboring municipalities, as well as the North Florida Regional Planning Council. The City has adopted a Comprehensive Plan setting forth goals, policies and objectives related to present and future growth. The City's planning efforts include the establishment of financial reserves and annual budget studies to anticipate future needs in the existing City limits and areas of likely annexation in the adjacent Urban Reserve. The growth management principles contained in the comprehensive Plan are codified in the High springs Land Development Code (LDC) which is periodically amended to meet the changing needs of the community. The LDC requires new developments, as a condition of approval and permitting, to bear the cost of design and installation of all required infrastructure at the time of development, or as soon as municipal services become available.

(2) A copy of this report shall be certified to and filed with the Alachua County Board of County Commissioners, prior to commencing the annexation procedures under Section 10 of the Boundary Adjustment Act.

(3) This Ordinance shall take effect ten days after passage on second and final reading.

PASSED this 23rd day of June, 2011.

First Reading: May 26, 2011
Second Reading: June 23, 2011
Date of Publication: June 9, 2011

CITY OF HIGH SPRINGS, FLORIDA

By Williams
Byran Williams, Vice Mayor

ATTEST:

Jenny L. Parham
Jenny L. Parham, City Clerk

(Municipal Seal)

PREPARED BY:

Thomas G. DePeter
City Attorney

Search Date: 6/15/2011 at 9:51:00 AM - Data updated: 06/15/11 **Parcel: 01519-002-000**

Taxpayer:	NORTHEND HOMELAND LLC
Mailing:	6407 NW 81ST BLVD GAINESVILLE, FL 32653
Location:	
	County
Sec-Twn-Rng:	12-8-17
Use:	Vacant
Tax Jurisdiction:	Suwannee
Area:	10.51-12.50 AC
Subdivision:	

Legal: THE N 370 FT OF THE FOLLOWING DESC: COM SE COR SEC N 1080.69 FT POB N 2095.28 FTN 63 DEG W 1411.28 FT S 2743.27 FT E1254.54 FT POB OR 2885/0284

Assessment History

** Exempt Amount and Taxable Value History reflect County Amounts. School Board and City Amounts may differ. **

Year	Use	Land	Building	Misc	Total	SOH Deferred	Assessed	Exempt**	Taxable**	Taxes
2010	Vacant	62200	0	0	62200	0	62200	0	62200	1586.98
2009	Vacant	62200	0	0	62200	0	62200	0	62200	1571.93
2008	Vacant	62200	0	0	62200	0	62200	0	62200	1454.66
2007	Vacant	62200	0	0	62200	0	62200	0	62200	1458.51
2006	GRZGSOIL CLASS6	3400	0	0	3400	0	3400	0	3400	217.39
2005	GRZGSOIL CLASS6	22200	0	0	22200	0	22200	0	22200	529.19
2004	GRZGSOIL CLASS2	14200	0	0	14200	0	14200	0	14200	342.11
2003	GRZGSOIL CLASS2	12200	0	0	12200	0	12200	0	12200	301.44
2002	GRZGSOIL CLASS2	12200	0	0	12200	0	12200	0	12200	306.11
2001	GRZGSOIL CLASS2	12200	0	0	12200	0	12200	0	12200	306.09
2000	GRZGSOIL CLASS2	12200	0	0	12200	0	12200	0	12200	310.54
1999	GRZGSOIL CLASS2	12200	0	0	12200	0	12200	0	12200	312.47
1998	GRZGSOIL CLASS2	12200	0	0	12200	0	12200	0	12200	321.98
1997	GRZGSOIL CLASS2	12200	0	0	12200	0	12200	0	12200	329.43
1996	GRZGSOIL CLASS2	7400	0	0	7400	0	7400	0	7400	201.89
1995	GRZGSOIL CLASS2	10100	0	0	10100	0	10100	0	10100	275.58

Land

Use	Zoning	Acres
ACREAGE NON AG	Agriculture	10.36
		2010 Certified Land Value: 62200

Sale

Date	Price	Vacant	Qualified	OR Book	OR Page	Instrument
03/30/2004	607900	Yes	No	2885	0284	Mult Sale
11/01/1978	0	Yes	No	1177	0818	Warranty Deed

EXHIBIT "A"

Exhibit A

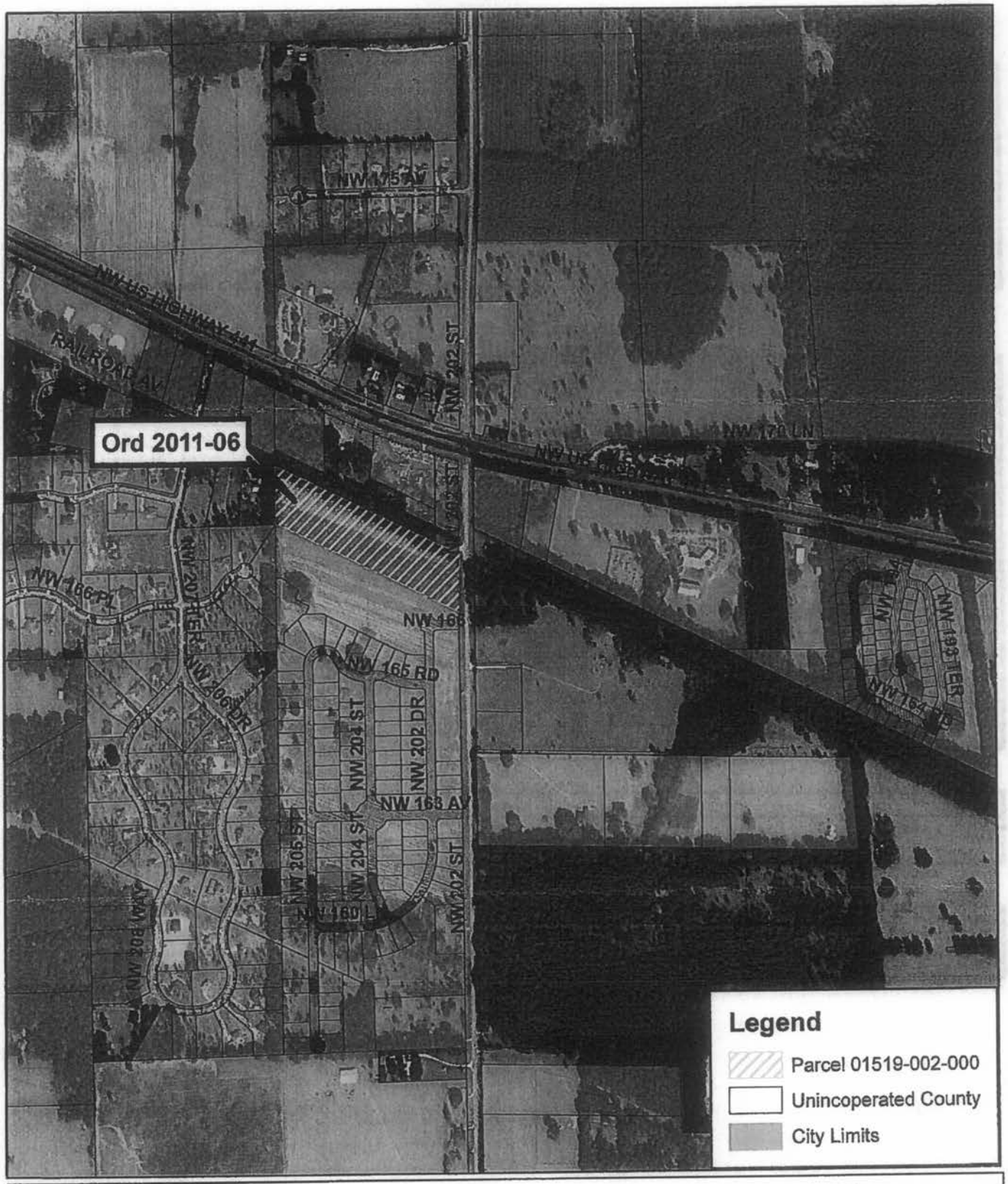

NW 175 AV
NW US HIGHWAY 441
RAILROAD AV
NW 202 ST
Ord 2011-06
NW 170 LN
NW 166 PL
NW 207 TER
NW 206 DR
NW 165 RD
NW 204 ST
NW 202 DR
NW 163 AV
NW 205 ST
NW 160 LN
NW 202 WAY
NW 193 TER
NW 164 PL
Legend
Parcel 01519-002-000
Unincoperated County
City Limits
0
550
1,100
Feet
N

EXHIBIT "B"
CITY OF HIGH SPRINGS

1. **STATEMENT OF EXTENT OF REDUCTION OF SERVICES TO EXISTING RESIDENTS WITHIN THE NEXT FIVE (5) YEARS, IF PROPOSED ANNEXATION SHOULD OCCUR**

THE CITY FORESEES NO REDUCTION IN SERVICES TO EXISTING RESIDENTS WITHIN THE NEXT FIVE (5) YEARS, SHOULD THE PROPOSED ANNEXATION OCCUR.

2. **STATEMENT OF EXTENT TAXES WOULD NEED TO BE ADJUSTED WITHIN THE NEXT FIVE (5) YEARS TO PROVIDE SERVICES TO THE AREA OF PROPOSED ANNEXATION, INCLUDING SERVICES REQUIRED BY THE COMPREHENSIVE PLAN.**

THE CITY FORESEES NO ADJUSTMENT IN TAXES WITHIN THE NEXT FIVE (5) YEARS TO PROVIDE SERVICES TO THE AREA OF PROPOSED ANNEXATION, INCLUDING SERVICES REQUIRED BY THE COMPREHENSIVE PLAN, SHOULD THE ANNEXATION OCCUR.

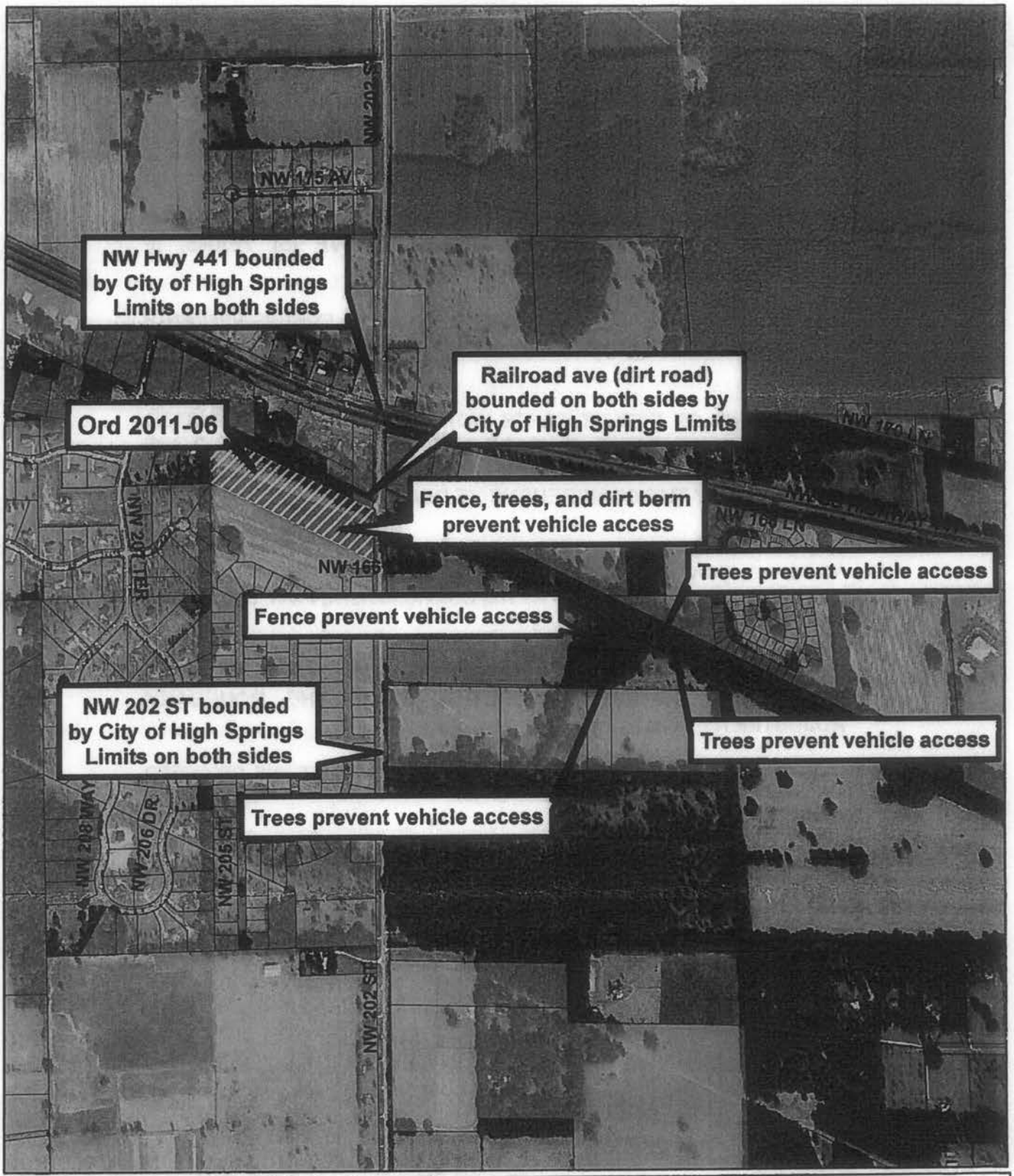
3. **STATEMENT AS TO WHAT EXTENT THE AREA TO BE ANNEXED MEETS THE CRITERIA IN SECTION 9 OF THE BOUNDARY ADJUSTMENT ACT:**

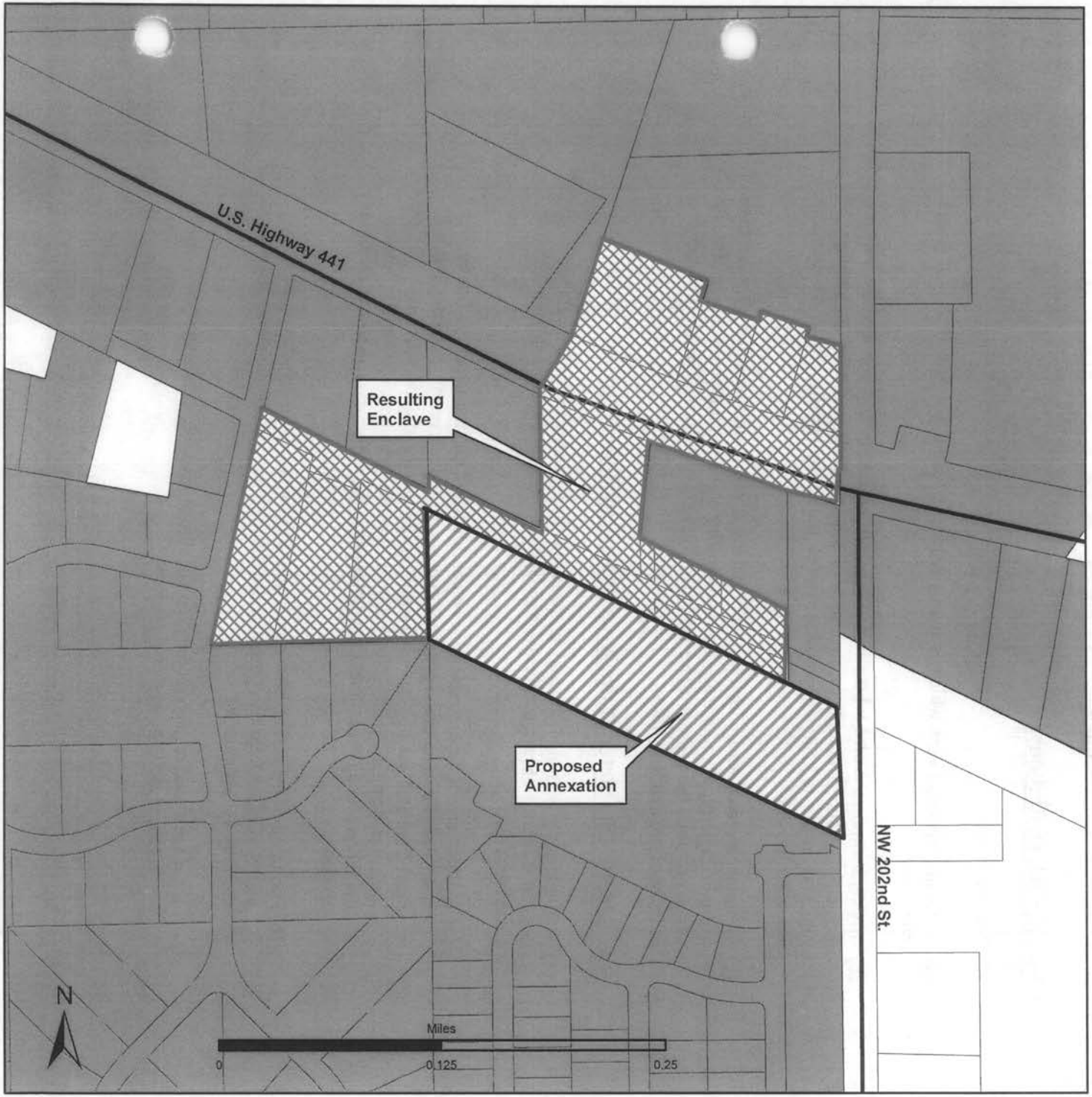
IT IS THE FINDING OF THE CITY OF HIGH SPRINGS THAT THE PROPOSED ANNEXATION MEETS THE CRITERIA OF SECTION 9(1)(a) OF THE BOUNDARY ADJUSTMENT ACT

IT IS THE FINDING OF THE CITY OF HIGH SPRINGS THAT THE PROPOSED ANNEXATION _____ DOES __X__ DOES NOT MEET THE CRITERIA OF SECTION 9(1)(b) OF THE BOUNDARY ADJUSTMENT ACT

IT IS THE FINDING OF THE CITY OF HIGH SPRINGS THAT THE PROPOSED ANNEXATION _____ DOES __X__ DOES NOT MEET THE CRITERIA OF SECTION 9(1)(c) OF THE BOUNDARY ADJUSTMENT ACT

Exhibit A


NW Hwy 441 bounded by City of High Springs Limits on both sides
Railroad ave (dirt road) bounded on both sides by City of High Springs Limits
Ord 2011-06
Fence, trees, and dirt berm prevent vehicle access
Trees prevent vehicle access
Fence prevent vehicle access
NW 202 ST bounded by City of High Springs Limits on both sides
Trees prevent vehicle access
Trees prevent vehicle access
NW 202 ST
NW 165
NW 206 DR
NW 205 ST
NW 202 ST
0
625
1,250
Feet
N



City of High Springs Proposed Annexation

Northend Homeland

Legend

- High Springs Incorporated Area
- Unincorporated Area
- Proposed Annexation Area
- Enclave Resulting from Proposed Annexation

Alachua County Growth Management
July 13, 2011

Excerpts from Alachua County Boundary Adjustment Act Relating to Enclaves and Criteria for Annexation

Special Act Adopted by Florida Legislature for Alachua County – Laws of Fla., ch. 90-496 and amended by Laws of Fla., ch. 91-382, 93-347 and codified in the Alachua County Administrative Code, Chapter 225.

Chapter 225, Alachua County Code

Sec. 225.04. Definitions.

(7) *Enclave* means:

(a) Any unincorporated area which is totally enclosed within and bounded by a single municipality;

(b) Any unincorporated area which is totally enclosed within and bounded by a single municipality and a natural or manmade obstacle which prohibits the passage of vehicular traffic to that unincorporated area unless the traffic passes through the municipality; or

(c) An unincorporated area which is totally enclosed within and bounded by more than one municipality, or more than one municipality and a natural or manmade obstacle which prohibits the passage of vehicular traffic unless the traffic passes through one or more of the municipalities.

Sec. 225.09. Character of the Area to be Annexed.

(1) A municipal governing body may propose to annex an area only if it meets the general standards of paragraph (a) and the requirements of either paragraph (b) or paragraph (c).

(a) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another county or another incorporated municipality. No portion of the area to be annexed may be outside the reserve area of the annexing municipality. ***An annexation shall not create an enclave.***

(b) Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

1. It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

2. It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are one acre or less in size; or

3. It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts five acres or less in size.

(c) In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of paragraph (b) if such area either:

1. Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

2. Is adjacent to, on at least 60 percent of its external boundary, any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in paragraph (b).

(2) The purpose of this section is to permit municipal governing bodies to extend corporate limits to include all reserve areas developed for urban purposes and, where necessary, to include areas which at the time of annexation are not yet developed for urban purposes, the future probable use of which is urban and which constitute necessary land connections between the municipality and areas developed for urban purposes or between two or more areas developed for urban purposes.

(3) This section does not apply to voluntary annexations under section 225.10. (Laws of Fla., ch. 90-496, § 9; Laws of Fla., ch. 91-382, § 5)

Sec. 225.10. Voluntary annexation.

(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality, reasonably compact, and a part of the municipality's reserve area may petition the governing body of said municipality that said property be annexed to the municipality.

(2) At least 60 days before a municipality adopts an ordinance effecting a voluntary annexation pursuant to this section or F.S. § 171.044, the municipality shall give the owner or owners of the real property proposed to be annexed the report adopted by ordinance as provided in section 225.13. Within 20 days after the owner or owners

receive the report, the owner or owners may withdraw their petition. If the owner or owners do not withdraw their petition, the municipality may proceed with the annexation.

(3) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the voluntary annexation, including a map clearly showing the area to be annexed, including major street names as a means of identifying such area, has been published once a week for two consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for two consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

(4) An ordinance adopted hereunder shall be filed with the clerk of the circuit court of the county and with the department of state.

(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.

(Laws of Fla., ch. 90-496, § 10; Laws of Fla., ch. 91-382, § 6)

City of High Springs Proposed Annexation

Northend Homeland

Legend

- High Springs Incorporated Area
- Alachua Incorporated Area
- Unincorporated Area
- Proposed Annexation
- Enclave Resulting from Proposed Annexation

Alachua County Growth Management
July 13, 2011

City of High Springs Proposed Annexation

Northend Homeland, LLC

BOARD OF COUNTY COMMISSIONERS MEETING
August 9, 2011

TIMELINE

- June 15th – County received "Report to Owner Ordinance" proposing voluntary annexation; County Annexation Team provided comments on June 22nd
- June 23rd – City adopted "Report to Owner Ordinance"
- July 11th – City Attorney and Planner met with Annexation Team which advised that annexation did not meet legal requirements because it would create an enclave
- July 28th – City Commission first reading of annexation ordinance
- August 25th – City Commission second reading for final adoption of annexation ordinance

GENERAL CRITERIA FOR AREAS TO BE ANNEXED

Section 225.09(a) of Alachua County Boundary Adjustment Act

- Contiguous to Existing Municipal Boundary
- Reasonably Compact
- Not within Another County or Municipality
- Within Reserve Area of Municipality
- Not Create an Enclave

"Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves." Sec. 225.10(5), BAA

ENCLAVE DEFINITIONS

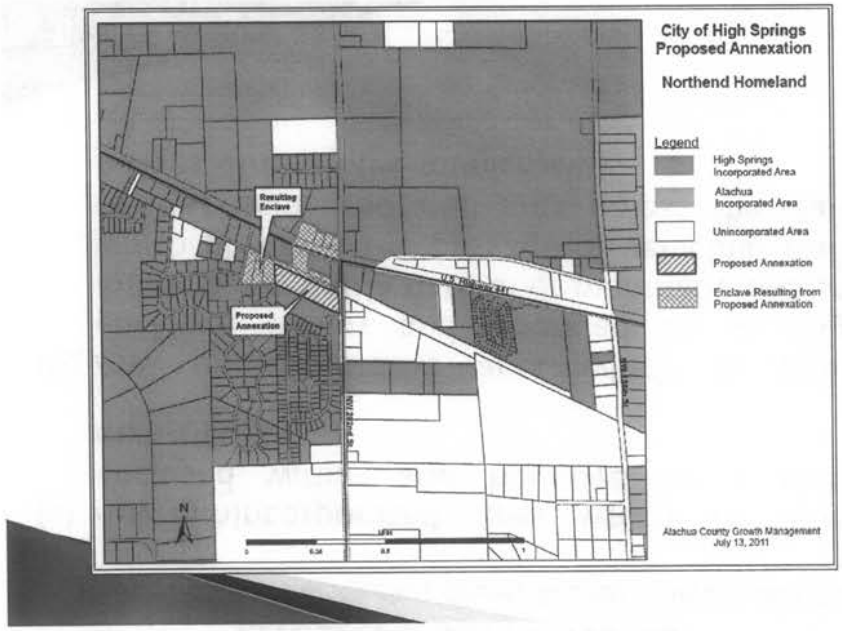
Section 225.04(7) of Alachua County Boundary Adjustment Act

(a) Any unincorporated area which is totally enclosed within and bounded by a single municipality;

(b) Any unincorporated area which is totally enclosed within and bounded by a single municipality and a natural or manmade obstacle which prohibits the passage of vehicular traffic to that unincorporated area unless the traffic passes through the municipality;

PROPOSED ANNEXATION AND ENCLAVE

PROPOSED ANNEXATION AND ENCLAVE



HISTORY

- **2003** – Subject property was removed from a larger annexation when the Annexation Team advised that its annexation would create an enclave, and removal of this property from the proposed annexation would prevent the creation of the enclave.
- **2008** – Annexation of this property and the three adjacent properties to the west was proposed, and the City did not proceed with the annexation after it was noted it would create an enclave of the parcels to the north.

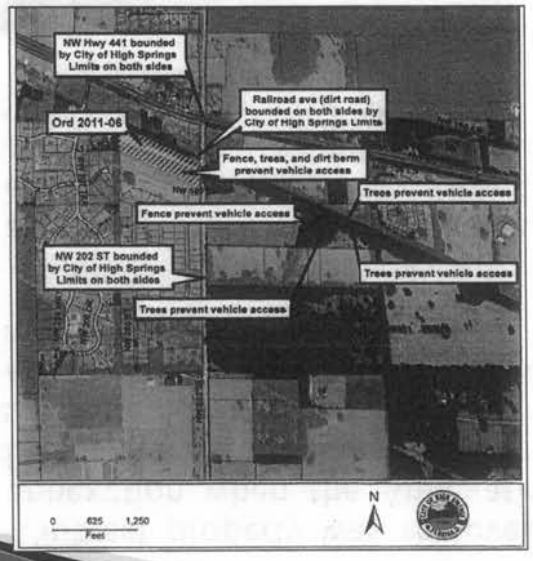
CITY OF HIGH SPRINGS POSITION ON ENCLAVE ISSUE

Per June 27th letter from City, the property proposed for annexation is *part of an existing enclave* because fences, trees, and dirt berms create obstacles to vehicular access, based on the definition of "enclave" in Section 225.04(7)(b):

> *Any unincorporated area which is totally enclosed within and bounded by a single municipality and a natural or manmade obstacle which prohibits the passage of vehicular traffic to that unincorporated area unless the traffic passes through the municipality*

MAP FROM CITY OF HIGH SPRINGS

Showing some of the natural and manmade obstacles which the City believes qualifies this area as an existing enclave



COUNTY ANNEXATION TEAM FINDINGS

- Courts have found permanent obstacles, such as bodies of water or railroad lines to be "natural or manmade obstacles", but no decisions identify more easily removed things such as fences, trees and dirt berms.
- County Annexation Team does not agree that an enclave currently exists.
- Recommends Chair letter to High Springs to not proceed with proposed annexation.

ISSUES

- Should the County send a letter to High Springs?
- Are fences, trees, and dirt berms factors to be considered in determining whether there is an enclave?

RECOMMENDATION

(1) Authorize Chair to sign letter to the Mayor of High Springs requesting that the City not proceed with proposed annexation because it would not meet legal requirements;

(2) Authorize staff to participate in the City of High Springs public hearings on this proposal.

August 9, 2011 Regular BoCC Meeting
Agenda Item #13

Title
Southwest Transportation Improvement District Agreement Overview (Amended)

Amount
N/A

Description
The Southwest Transportation Improvement District Agreement is a draft Agreement between Alachua County and Celebration Pointe Partners, LLC. The intent of the Agreement is to encourage Transit Orientated Developments and public / private partnerships to effectively and efficiently fund and provide transportation mobility options to County residents, business and visitors.

Recommendation
Direct Staff to prepare a final agreement reflective of the substantive issues discussed today in regards to Celebration Pointe Partners, LLC for adoption at a future Board of County Commissioners meeting.

Alternative(s)
Provide Staff with Direction on any changes to be made to the Agreement and direct Staff to prepare a final Agreement for adoption at a future Board of County Commissioners meeting.

Requested By
Steve Lachnicht

Originating Department
Growth Management

Attachment(s) Description
Draft Southwest Transportation Improvement District Agreement

Documents Requiring Action
None

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 (TID) 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 (TOD). 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. On July 12th, the BOCC Directed staff to continue development of the Southwest TID Agreement where the County pledges non-ad valorem revenues to fund multi-modal transportation. Staff has worked with the Celebration Pointe team to develop the Agreement. Staff request direction from the BOCC to finalize the Agreement for adoption at a future meeting.

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 mechanism in which the County pledges Non-Ad Valorem tax revenue to fund transportation infrastructure and transit operations within the District. The amount of Non-Ad Valorem tax revenue set aside in a trust fund to fund mobility shall be based upon a percentage increase in new ad valorem general tax revenue for parcels within the District. The BOCC has established the percentages at 30% from 2012 to 2025 and 25% from 2026 to 2035. 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 Developer of Celebration Pointe agrees to construct a TOD, pay the Developments MMTM, fund a portion of future transit service and construct significant multi-modal infrastructure improvements. The Developer receives credit and reimbursement of MMTM paid once right-of-way is dedicated or a project is completed and accepted by the County. The Developer will be reimbursed for expenditures beyond the Developer's MMTM from the TID and any funds collected in the MMTM District. The County agrees to establish a TID, pledge future non-ad valorem revenues to fund the TID, establish a MMTM District to collect funds from developments in the District, and fund transit service, four transit vehicles and a share of the maintenance facility for the vehicles. The County also agrees to reimburse the Developer for the construction of multi-modal infrastructure improvements and the funding transit service beyond the Developers MMTM from the Southwest TID and MMTM District. Staff has been cooperatively working with the Celebration Pointe team on drafting an Agreement that that spells out the Developers and County's obligations. We have a draft that is close to being finalized. Staff request direction from the BOCC to finalize the Agreement for adoption at a future meeting.

Issues

The following are six items that require additional discussion: • SW 30th Avenue ROW • Archer Braid Trail ROW • Transit Circulator • Park and Ride • Annexation • MMTM & Future Commitment to Construct Projects SW 30th Avenue ROW The City of Gainesville has currently required that Butler Plaza dedicate ROW to allow for the construction of SW 30th Avenue over Interstate 75. Neither the County nor the Developer controls the ROW east of Interstate 75. The Agreement currently proposed that the County use its best effort to ensure that the City of Gainesville continues to require Butler Plaza to dedicate the ROW. If for whatever reason it does not occur, the County agrees to use its best effort, but is not obligated to acquire ROW east of Interstate 75 for the construction of SW 30th Avenue. Archer Braid Trail ROW Gainesville Regional Utilities currently owns land between Kanapaha Park and Veterans Kanapaha Park. The Agreement currently proposed that the County uses best effort to acquire the right-of-way (ROW) or to obtain an easement over GRU property to allow for the construction of the Archer Braid Trail. The County agrees to use its best effort, but is not obligated to acquire the remaining ROW for the construction of the Archer Braid. It is the Developer's obligation to construct the portions of Archer Braid where ROW is available. Transit Circulator The County's requirement to fund transit service is capped based upon funds available from the TID. Transit service may be less than planned, if funds are not available. The Developer, with the consent of the County, may fund and operate a transit circulator from the Development to the closest transit transfer station in the City of Gainesville that provides frequency and

transit service consistent with planned phases. This provides an out if funds are not adequate or the County is unable to effectively negotiate a reasonable rate with RTS. It also allows for some flexibility given the potential for the location of a transit transfer station in Butler Plaza along future rapid transit lanes. The cap includes a guaranteed percentage of TID revenues allocated for infrastructure reimbursement, thus potentially limiting funds available to provide transit service if the demand is greater than what Staff has projected. It should be understood that at the end of this agreement in 2035, there will no longer be specific funding fenced for the provision of on-going transit service. Funds will still be available, however, they will not be earmarked solely for the provision of transit service. Park & Ride The Developer owns, maintains, operates and constructs the park and ride facility. County reimburses Developer for spaces that are made available to the public. Developer request ability to enter into agreement with Shands / UF for use of up to 50% of public spaces to cover operations, maintenance, and liability and ensures use of the facility. The Developer requests the ability to charge up to $2 per space per day to recoup ongoing Operations & Maintenance of public parking spaces. The County will have no responsibility or liability for the facility. Annexation Historically, when the City of Gainesville either voluntary or involuntary annexes land the County no longer funds transit service. The Developer request that transit service no longer be funded only if the Developer voluntary annexes into the City of Gainesville. The Developer has a concern that they will build as a TOD, be forcibly annexed, and the City will not provide transit service. Staff recommends that the County continue standard practice of no longer funding transit service for parcels within the City of Gainesville. The requirement to provide transit service would shift to the City of Gainesville. MMTM & Future Commitment to Construct Projects The current MMTM ordinance addresses current day funding and developer payments. It does not address or deal with Developments that make future year commitments to fund infrastructure and transit. Currently, the MMTM schedule locks in at Final Development Plans or the completion of multi-modal transportation projects. The Developer is required to pay the MMTM, and then be reimbursed when they construct multi-modal transportation projects. Staff is willing to work with Developer(s) that will be committing to construct future transportation improvements to determine if any changes need to be considered to MMTM policy to address future commitments to construct multi-modal projects and fund transit service. Any change to MMTM policy requires an amendment to the MMTM ordinance and would apply equally to all individuals or entities seeking to develop land.

Fiscal Recommendation
To continue to proceed with allocating future non-ad valorem revenues based upon a percentage increase in new ad valorem revenues. The percentages shall be 30% between 2012 and 2025 and 25% between 2026 and 2035 to fund multi-modal transportation improvements serving the District.

Fiscal Alternative(s)
N/A

Funding Sources
Non-ad valorem revenue

Account Code(s)
N/A

Attachment: CelebrationPointeDAdraft080911.pdf
Attachment: SWD_TransportationImprovementAgreement.pptx
Attachment: SWD_TransportationImprovementAgreement.pdf

Southwest District Transportation Improvement Agreement Between Alachua County and Celebration Pointe Partner, LLC

THIS AGREEMENT (hereinafter "Agreement"), made and entered into, this _____ day of _____, 2011 (hereafter "Effective Date"), by and between CELEBRATION POINTE PARTNERS, LLC, a Florida limited liability corporation (hereinafter "Developer"), and Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County").

W I T N E S S E T H:

WHEREAS, Article VII, Section 1(g), Florida Constitution provides that charter counties have all powers of local self-government not inconsistent with general law; and

WHEREAS, Subsection 125.01(2)(m), Florida Statutes, authorizes the county to provide and regulate arterial, toll, and other roads, bridges, and other transportation facilities; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida, (the "Board") finds that the Southwest Urban Area of the unincorporated Alachua County and areas in proximity thereto provide vital economic, recreational and community opportunities for the people of Alachua County, including among other things, pristine natural conservation areas, important public facilities such as schools, parks and libraries, destinations and other valuable resources that distinguish Alachua County for its natural beauty and its quality of life; and

WHEREAS, the Board further finds that the transportation infrastructure which currently supports access to and from the many desirable locations within said portions of Southwest Alachua County is in need of improvement to adequately meet the current and future transportation and mobility needs of the people of the County and visitors to arrive in, and move about within, said portions of Southwest Alachua County; and such needs are restricting the potential of Southwest Alachua County to realize its economic development potential; and

WHEREAS, the Board finds that it is necessary and desirable to address the transportation operation and infrastructure needs of portions of southwestern Alachua County to provide for substantial improvements thereto (the "Multi-Modal Transportation Projects") in order for such area to reach its full potential (i) to provide sound, clean economic development, (ii) to protect the natural beauty in a manner that enables the public and visitors to enjoy the immense opportunities for recreation, with a minimum of difficulty of access, (iii) to afford adequate and efficient multi-modal traffic corridors so that Southwest Alachua County is more appealing and accessible as a destination for residents, workforce and visitors; and

WHEREAS, the Developer is the owner of an approximately 225 acre parcel of land identified as Tax Parcel Numbers 06820-000-000, 06828-000-000, 06684-000-000, 06830-000-000, 06826-001-000. 06827-001-000, 06832-000-000, and 06937-000-000 in Section 15, Township 10, Range 19 (hereinafter "Property"), as more particularly described in Exhibit "A," (Celebration Pointe Legal Description of Properties & Parcel Boundary Map) attached and incorporated by reference to this Agreement; and

WHEREAS, the Developer, consistent with Future Land Use Element Policy 1.7 of the Alachua County Comprehensive Plan (hereinafter "Comprehensive Plan"), intends to construct a Transit Oriented Development, to be known as "Celebration Pointe" (hereinafter "Development") on the Property; and

WHEREAS, the Developer, received preliminary development plan approval on November 9, 2010 to develop 896,000 square feet of non-residential uses that encompass a mixture of commercial, office, research and medical oriented industrial and civic uses, and 2,225 residential units that encompass a mixture of single-family, multi-family, lodging and assisted living facility units; and

WHEREAS, as part of the development process, the Developer has submitted a traffic analysis showing that the Development, designed as a Transit Oriented Development, will generate 1,801 PM peak hour external trips, 961 AM peak hour external trips and 18,071 daily external trips with a significant reduction in trips due to a greater level of internal capture and a higher percentage of trips made by walking, biking and riding transit; and

WHEREAS, in Policy 1.1.7 of the Transportation Mobility Element of the Comprehensive Plan, the Board of County Commissioners has established a process whereby development can mitigate its transportation impact and receive transportation concurrency approval; and

WHEREAS, as a means to encourage Transit Oriented Development, to promote infill development, and to pay for multi-modal transportation projects consistent with the Capital Improvements Element of the Comprehensive Plan, the County has designated a Southwest Alachua County Transportation Improvement District (hereinafter "Improvement District") for the area generally bounded by Interstate 75 to the East, the Hogtown Creek Greenway to the North, Lake Kanapaha to the West and Southwest 47th Avenue to the South as more particularly described in Exhibit "B," (Southwest Alachua County Transportation Improvement District Map) attached and incorporated by reference to this Agreement; and

WHEREAS, the Developer voluntarily agrees to design and construct, consistent with County requirements, specific multi-modal transportation projects and to convey specific portions of the Property to Alachua County consistent with the currently-adopted Capital Improvements Element of the Comprehensive Plan which will advance the implementation of the Transportation Mobility Element of the Comprehensive Plan; and

WHEREAS, the Developer agrees to fund weekday, 15-minute interval, peak-hour transit service for 2 hours in the AM and 2 hours in the PM for a 15-year period from the Development to the University of Florida as required for Transit Oriented Developments per Policy 1.7.9 in the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, the Developer will design and construct, consistent with County requirements, multi-modal transportation capacity projects that meet the requirements of the multi-modal transportation mitigation credit per Chapter 407, Article 12 of the Alachua County Unified Land Development Code ("ULDC"); and

WHEREAS, the County has determined that it is in the best interest of the citizens of the County for the Developer to design and construct, consistent with County requirements, multi-modal transportation capacity projects and dedicate right-of-way to the County.

WHEREAS, the County has determined that the use of lawfully available County funds to reimburse the Developer for a portion of the cost of capital improvement and to pay for transit capital, operations and maintenance that serve or otherwise benefit property in the Southwest Alachua County Improvement District serve a valuable public purpose.

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 Incorporated.

The above recitals are true and correct and incorporated herein.

Section 2. Definitions.

"Force Majeure event" shall mean an event which is all of the following: 1) beyond the reasonable control of the afflicted party; 2) not reasonably foreseeable by the afflicted party; 3) not incurred as a product or result of the negligence of the afflicted party; and 4) has a materially adverse effect on the ability of the afflicted party to perform its obligations under this Agreement.

"Tax Increment" shall mean that amount equal to the difference between:

(1) The amount of general ad valorem taxes levied each year by the county, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Southwest Alachua County Transportation Improvement District; and

(2) The amount of general ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by the county, exclusive of any amount from any debt service millage, upon the total of the assessed value of the taxable real property in calendar year 2012 (the base tax year) of the taxable real property contained within the Southwest Alachua County Transportation Improvement District.

Section 3. Purpose.

The Purpose of this Agreement is:

a. To recognize that the Developer will have mitigated the transportation impact of the Development as provided for in Policies 1.1.10.1 and 1.1.10.3 of the Transportation Mobility Element of the Comprehensive Plan and Chapter 407,

Article 12 of the ULDC and as required for the construction of the Development, subject to compliance by the Developer with the terms and conditions of this Agreement; and

b. To establish that any owner of a property in the Development may receive credit for transportation projects that the Developer constructs that provide capacity for motor vehicles, transit vehicles, pedestrians and bicyclists as provided for in the Multi-Modal Transportation Mitigation Ordinance, subject to compliance by the Developer with the terms and conditions of this Agreement; and

c. To enter into a transportation infrastructure improvement agreement that requires the County to reimburse the Developer for the full cost associated with construction and funding of Multi-Modal Transportation Projects, beyond the Developer's required multi-modal transportation mitigation.

d. To encourage Transit Orientated Developments, infill development in close proximity to the City of Gainesville and public / private partnerships to effectively and efficiently provide transportation mobility options to County residents, business and visitors.

Section 4. Development Identification.

The proposed Development, to be known as "Celebration Pointe," is located on Southwest 45th Street north of Archer Road, which is identified as Alachua County Tax Parcel numbers: 06820-000-000, 06828-000-000, 06684-000-000, 06830-000-000, 06826-001-000, 06827-001-000, 06832-000-000 and 06937-000-000 (more specifically described in Exhibit A: Celebration Pointe Legal Description of Properties & Parcel Boundary Map). The Developer, consistent with Future Land Use Element Policy 1.7 of the Comprehensive Plan, intends to construct a Transit Oriented Development with 896,000 square feet of non-residential uses and 2,225 residential units.

Section 5. Covenant to Budget and Appropriate Non-Ad Valorem Funds: Southwest Alachua County Transportation and Transit Trust Fund and Multi-Modal Transportation Mitigation Fund.

Each year during the term of this agreement, the County shall budget and appropriate non-ad valorem revenues lawfully available to meet its obligations under this Agreement. The County shall pay for transit operations, as set forth in Section 7 of this Agreement, and shall reimburse the Developer, as set forth in Section 8 of this Agreement, from the funds appropriated to the Southwest Alachua County Transportation and Transit Trust Fund and the Southwest Alachua County Multi-Modal Transportation Mitigation Fund.

A. Southwest Alachua County Transportation and Transit Trust Fund.

The County shall establish the Southwest Alachua County Transportation and Transit Trust Fund ("Transportation and Transit Trust Fund"). Subject to the limitations in Section 18 of this Agreement, the County shall pay into the Transportation and Transit Trust Fund an amount equal to the following schedule.

- Between and including the years of 2013 and 2025, the County shall deposit an amount equal to 30% of the tax increment, as defined in Section 2 of this Agreement, collected within the Southwest Alachua County Transportation Improvement District, as delineated in Exhibit B (Southwest Alachua County Transportation Improvement District Legal Description & Parcel Boundary Map); and
- Between and including the years of 2026 and 2035, the County shall deposit an amount equal to 25% of the tax increment, as defined in Section 2 of this Agreement, collected within the Southwest Alachua County Transportation Improvement District, as delineated in Exhibit B.

The County shall maintain an amount equal to 5% of the tax increment collected annually through the schedule in this Section in reserve for the term of this Agreement. Starting from the establishment of the Trust Fund until the Developer receives the building permit for the 650th residential unit, the County shall set aside 20% of the amount appropriated each year into the Transportation and Transit Trust Fund for the purpose of funding transit, as set forth in Section 7 of this Agreement. Starting from when the Developer receives the building permit for the 650th residential unit until the Developer is fully reimbursed or the termination of this Agreement, the County shall set aside a minimum of 20% and a maximum of 45% of the amount appropriated each year into the Transportation and Transit Trust Fund for the purpose of funding transit, as set forth in Section 7 of this Agreement. The County shall annually fund transit operations at a rate up to an amount equal to 45% of the funds appropriated each year to the Transportation and Transit Trust Fund. The County shall use the remaining funds to reimburse the Developer, as set forth in Section 8 of this Agreement.

Should the Development build out within ten years or less, then the Developer shall have the right to request that the County reevaluate the percentage thresholds established in this Section to determine whether the percentages should be adjusted for the purpose of more expeditiously reimbursing the Developer for the Multi-Modal Transportation Projects and the funding of transit service the costs of which exceed the Developer's MMTM obligation.

B. Southwest Alachua County Multi-Modal Transportation Mitigation Fund.

The County shall establish the Southwest Alachua County Transportation Improvement District Multi-Modal Transportation Mitigation Fund ("TID MMTM Fund") for the multi-modal transportation mitigation funds collected in the Transportation Improvement District, as delineated in Exhibit B, separately from other funds for the purpose of reimbursing the

Developer for the Multi-Modal Transportation Projects the costs of which exceed the Developer's MMTM obligation.

Section 6. Multi-Modal Transportation Projects.

The Developer's obligation to mitigate the impacts of its development (MMTM obligation) shall be calculated using the methodology found in Alachua County Code §407.125.3 (Multi-Modal Transportation Mitigation Program). The Developer shall meet its MMTM obligation by designing and constructing, consistent with County requirements, the Multi-Modal Transportation Projects as set forth in this Section and dedicating right-of-way to the County as set forth in this Section. Upon completion of each Multi-Modal Transportation Projects as set forth in this Section, the Development shall have met its MMTM obligation and shall be deemed concurrent as to transportation concurrency for the term of this Agreement.

A. Projects and Right-of-Way.

Project 1: Southwest 30th Avenue.

1) Developer's Obligations.

The Developer shall design and construct, consistent with County requirements, Southwest 30th Avenue from Southwest 47th Street, west of Interstate 75, to Southwest 42nd Street, east of Interstate 75 and associated stormwater facilities. The Developer shall dedicate to the County all right-of-way necessary for the improvements, including stormwater facilities west of Interstate. The width of the bridge over Interstate 75 shall not exceed 100 feet and right-of-way west of Interstate 75 shall not exceed 120 feet. The Developer agrees to design and construct Southwest 30th Avenue with travel lanes, dedicated transit lanes, bike lanes, and the Archer Braid Trail.

2) County's Obligations.

The County will use methods within its sole discretion to obtain the right-of-way for Southwest 30th Avenue and associated land for stormwater from Interstate 75 to Southwest 42nd Street. The County shall use its best efforts with the City of Gainesville to ensure that the right-of-way necessary for SW 30th Avenue is dedicated to the City, consistent with the City's Comprehensive Plan and planned development approval for Butler Plaza. Best efforts may include but not be limited to informal conversations, formal meetings, and correspondence. The County will assist the Developer in obtaining the necessary approvals from all non-party relevant entities to construct Southwest 30th Avenue over Interstate 75.

Exhibit "C" (Southwest 30th Avenue Project), attached and incorporated by reference to this Agreement, is preliminary cross-section drawings of the project and an illustration of the right-of-way that the Developer will dedicate to the County.

Project 2: Archer Braid Multi-Use Trail.

1) Developer's Obligations.

The Developer shall design and construct, consistent with County requirements, approximately 2.25 miles of the Archer Braid Multi-Use Trail from Veterans Kanapaha Park to Interstate 75 and associated stormwater facilities. The Developer shall dedicate to the County all right-of-way necessary for the improvements, including stormwater facilities, starting at the western Property boundary and terminating at Interstate 75. The width of the right-of-way shall not exceed 20 feet within open space, conservation areas and buffers. The width of the right-of-way shall not exceed 10 feet within built up areas of the Development or within a roadway cross-section.

2) County's Obligations.

The County will use methods within its sole discretion to obtain the right-of-way for the Archer Braid Trail and associated land for stormwater from the western Property boundary to Veterans Kanapaha Park.

Exhibit "D" (Archer Braid Multi-Use Trail Project), attached and incorporated by reference to this Agreement, is preliminary cross-section drawings of the project and an illustration of the right-of-way that the Developer will dedicate to the County.

Project 3: Dedicated Transit Lane(s) and Multi-Use Path.

1) Developer's Obligations.

The Developer shall design and construct, consistent with County requirements, approximately one mile of dedicated transit lane(s) and a multi-use path. The Developer shall dedicate to the County all right-of-way necessary for the improvements from Archer Road to Southwest 30th Avenue. The Developer shall have the option to design the dedicated transit lane(s) as concrete ribbon drives.

Exhibit "E" (Dedicated Transit Lane(s) Project and Multi-Use Path), attached and incorporated by reference to this Agreement, is preliminary cross-section drawings of the project and an illustration of the right-of-way that the Developer will dedicate to the County.

Project 4: Park and Ride.

1) Developer's Obligations.

The Developer shall design and construct, consistent with County requirements, a 200-300 parking space park and ride facility along the dedicated transit lane(s), adjacent to the Development's transit station. The Developer may choose to construct either a surface park and ride lot or a structured park and ride facility or both. If the Developer seeks reimbursement for a structured park and ride facility after receiving reimbursement for a surface park and ride lot, the County shall reimburse the Developer for the difference between the cost of the structured park and ride facility and the amount that the County paid for the surface park and ride lot. The County shall permit the Developer to construct additional parking spaces in the surface or structured park and ride facility, at no cost to the County, for use by the Development.

The Developer shall provide the County, prior to final development plan approval, an access plan detailing the processes or procedures it will use to ensure public transit users have perpetual access to the parking spaces identified below.

- Weekdays, between and including 6:00 am and 10:00 am – ensure public transit user access to 200-300 parking spaces;
- All other days and times – ensure public transit user access to between 50-100 parking spaces; and
- The final number of spaces to be set aside for public transit users shall be dependent upon a transit user demand analysis submitted with final development plans and the credit or reimbursement sought by the Developer.
- The Developer may enter into an agreement with the University of Florida, Shands Hospital or the Veterans Administration to provide parking spaces. These spaces shall not exceed 50% of the spaces to be made available to the public.

The Developer shall include a perpetual access easement dedicated to the County in its access plan. The approved access plan shall become a condition of final development plan approval. Prior to receiving any credit or reimbursement for this project, the Developer shall demonstrate how the access plan has been implemented.

The County shall permit the Developer to charge up to $2 per space per day for spaces available to the public to recoup ongoing maintenance, operations, insurance and staffing costs associated with the public use pending a justification of costs. Prior to receiving final development plan approval for the park and ride

facility, the Developer shall receive County approval of a technical analysis that justifies any proposed charge for parking. Subsequent reviews to modify the parking charge following final development plan approval shall be subject to prior approval by the County Manager and shall never exceed $2 per space per day.

Exhibit "F," (Park and Ride Project) attached and incorporated by reference to this Agreement, is an illustration of the proposed location of the project area.

Project 5. Archer Road Traffic Management.

1. Developer's Obligations.

   The Developer shall design and construct, consistent with County requirements, turn lanes, travel lane modifications and realignments, relocation of signals, access management and median modifications on Archer Road between Interstate 75 and Southwest 47th Street.

2. County's Obligations.

   The County will assist the Developer in obtaining the necessary approvals from all non-party relevant entities to construct the Archer Road Traffic Management Improvements.

Project 6. Transit Capital and Infrastructure.

1. County's Obligations.

   The County shall procure four rapid transit vehicles and share the cost of a vehicle maintenance facility to accommodate the rapid transit vehicles.

B. Obligation to Construct Contingent on Availability of Right-of-Way.

The Developer's obligation to construct any portion of a project under this Agreement is contingent on the availability of the necessary right-of-way to the Developer or the County or through the permission of all relevant entities. Except as to the construction of the Southwest 30th Avenue Project, the Developer shall construct all portions of a project where the right-of-way is available unless the County determines that it is unreasonable or impractical to construct a portion of a project without constructing the entire project. The Developer shall not begin construction of Southwest 30th Avenue Project prior to all right-of-way being obtained by the Developer or the County or through the permission of all relevant entities. The County shall use methods within its sole discretion to obtain the right-of-way necessary to complete the projects. In no way does this Agreement obligate the County to obtain the right-of-way.

C. Dedication of Right-of-Way.

The final delineation and legal descriptions of right-of-way to be dedicated to the County by the Developer shall be determined prior to final development plan approval for each Multi-Modal Transportation Project to be dedicated to the County. Upon completion of a project, the Developer shall submit an irrevocable letter of credit or other form of surety acceptable to the County Attorney and receive a certificate of completion in anticipation of an approval for maintenance from the County for each Multi-Modal Transportation Project to be dedicated to the County in accordance with Alachua County Code, §407.86(b)-(c). The Developer shall dedicate the right-of-way, as set forth in this Section, to the County within 30 days of receiving a certificate of completion from the County. The County shall hold the deeds in escrow and present the deeds to the Board of County Commissioners for acceptance once the Multi-Modal Transportation Projects are accepted for maintenance by the County Engineer.

Upon final development plan approval for SW 45th Street, the Developer may dedicate right-of-way for SW 45th Street from Archer Road to a point ½ mile north of Archer Road to the County in the form of a deed. The Developer shall be eligible to receive MMTM credit for dedication of this right-of-way.

Upon final development plan approval for SW 30th Avenue, the Developer may dedicate right-of-way for SW 30th Avenue between SW 47th Street and Interstate 75 to the County in the form of a deed. The Developer shall be eligible to receive MMTM credit for dedication of this right-of-way.

The County shall hold the right-of-way deeds in escrow until the Multi-Modal Transportation Projects are constructed by the Developer and the projects are accepted for maintenance by the County Engineer. After the projects are accepted for maintenance by the County Engineer, the deeds will be presented to the Board of County Commissioners for acceptance.

The County shall have the option of accepting the right-of-way which has been dedicated for maintenance and recording the deeds held in escrow at any time.

D. Design.

The final design and cross-sections of the Multi-Modal Transportation Projects shall be determined prior to final development plan approval of each project, consistent with the requirements of the Comprehensive Plan and ULDC. The Developer shall design, in accordance with all County requirements, the Multi-Modal Transportation Projects to promote walking, biking and riding transit and to calm motor vehicle traffic.

E. Timing: Design and Construction.

The Developer shall commence the design of the Multi-Modal Transportation Projects, consistent with County requirements, prior to: 1) the date of the Developer receives a building permit for the 1,000th residential unit; or 2) the date of the Developer receives the building permit for the 350,000th square foot of non-residential development.

The Developer shall commence the construction of Project 1 prior to: 1) the date the Developer receives a building permit for the 1,400th residential unit; 2) the date the Developer receives the building permit on the 650,000th square foot of non-residential uses; or 3) at such time as 75% of the funds needed to construct Project 1 are available for reimbursement in the Transportation and Transit Trust Fund, whichever comes first. The Developer may commence construction of Project 1 earlier than the thresholds identified here.

The Developer shall commence the construction of Projects 2, 3 and 4, consistent with County requirements, prior to: 1) the date the Developer receives a building permit for the 1,400th residential unit; 2) or the date the Developer receives the building permit on the 650,000th square foot of non-residential uses, whichever comes first. The Developer may commence construction Projects 2, 3 and 4 earlier than the thresholds identified here.

The Developer shall commence the construction of Project 5, consistent with County requirements, when the County, in consultation with the Florida Department of Transportation, determines that the improvements are warranted.

The Developer shall complete construction and dedicate the required right-of-way to the County for Project 1 no later than 24 months from the commencement of construction. The Developer shall complete construction and dedicate the required right-of-way to the County for Projects 2, 3 and 4 no later than 18 months from the commencement of construction. The Developer shall have additional time to complete construction if the Developer claims excuse of performance due to a Force Majeure event, as defined in Section 2 of this Agreement, and follow the procedures, as set forth in Section 39 of this Agreement.

F. Permits and Plans.

The Developer shall apply for and obtain construction permits prior to commencing construction of the any of the Multi-Modal Transportation Projects. Upon written request by the County, the Developer shall deliver copies of all plans and permits in the Developer's possession related to the Multi-Modal Transportation Projects to the County for review.

Section 7. Transit Service.

A) Developer's Obligations.

The Developer shall pay $3 million to the County for transit operations over a 15-year period. The County shall give the Developer MMTM credit for the payments under this Section. By September 30th of each year of the 15-year period, the Developer shall pay the following amount for the funding of transit service:

1. $250,000 for years 1 thru 5,
2. $200,000 for years 6 thru 10, and
3. $150,000 for years 11 thru 15.

The Developer's 15-year obligation to pay for transit services under this Agreement shall commence when the Developer has constructed at least 500 residential units consistent with and as defined on the approved preliminary development plan. The Developer may, at its option, begin payments to the County prior to when its obligation to commence payment is triggered and may pay more than it is obligated according to the pay schedule above. If the Developer chooses to exercise the option to begin payments early or to pay more than the pay schedule above, the Developer's payment schedule shall be adjusted accordingly. The Developer's obligation under this Section may extend beyond the term of this Agreement.

B) County's Obligations.

To the extent that funds are available from the Developer, as set forth in Section 7(A) of this Agreement, and in the Transportation and Transit Trust Fund, as set forth in Section 5 of this Agreement, the County shall provide transit services according to the following schedule.

- Phase I (Express Transit Service): This Phase shall start within one calendar year following the year when the Developer has received the building permit for the 500th residential unit consistent with and as defined in the approved preliminary development plan. The County shall provide transit service from the Development to the University of Florida McCarty Hall transfer hub during weekdays, with 15-minute headways during the peak-hour periods for 2 hours in the AM (7:00 – 9:00am) and 2 hours in the PM (4:00 – 6:00pm).
- Phase II Transit Service: This Phase shall start within one calendar year following the year when the Developer has received the building permit for the 650th residential unit consistent with and as defined in the approved preliminary development plan. The County shall provide transit service for 11 hours daily from the Development to Shands Hospital and the University of Florida McCarty Hall transfer hub, with 20-minute headways during the peak-hour periods for 2 hours in the AM (7:00 – 9:00am) and 2 hours in the PM (4:00 – 6:00pm) and 40-minute headways during off-peak hours.
- Phase III Transit Service: This Phase shall start within one calendar year following the year when the Developer has received the building permit for the 1,500th residential unit consistent with and as defined in the approved preliminary development plan. The County shall provide transit service for 16 hours daily from the Development to Shands Hospital and the University of Florida McCarty Hall transfer hub, with 15-minute headways during the peak-hour periods for 2 hours within the AM hours (6:30 – 9:30am) and 2 hours within the PM hours (3:30 – 6:30pm) and 30-minute headways during off-peak hours.
- Phase IV Transit Service: This Phase shall start within one calendar year following the year when the Developer has received the building permit for the 2,250th residential unit consistent with and as defined in the approved preliminary development plan. The County shall provide transit service for 18 hours daily from the Development to Shands Hospital and the University of Florida McCarty Hall transfer hub, with 10-minute headways during the peak-hour periods 2 hours within the AM hours (6:30 – 9:30am), within the afternoon hours (11:30am – 1:30pm) and within the PM hours (3:30 – 6:30pm) and 20-minute headways during daytime and

early evening off-peak hours and 30-minute headways during early morning and later evening off-peak hours.

The number of residential uses in the thresholds above shall be reduced by 50 units for every 50,000 square feet of non-residential above 300,000 square feet and/or for every 100 hotel rooms that are constructed.

The County may enter into an agreement with a third party or the Developer to provide transit services.

If the County elects to extend transit service to the Downtown Transfer Hub and the Eastside Activity Center during Phases III and IV, no more than 25% of the funds allocated to transit services, as set forth in Section 5 of this Agreement, may be used to fund this extension.

The Developer, with written agreement of the County, may fund and operate a transit circulator or streetcar within the Improvement District. The Developer shall ensure that transit circular or streetcar provides access to the most convenient transit transfer station within the City of Gainesville which provides transit service at least at the headways and spans of service, as set forth in this Section, and provides access to the University of Florida McCarty Hall and Shands Hospital. During the time when the Developer provides the transit circular or streetcar service, the County shall not be obliged to provide transit service. The County shall reimburse the Developer for the actual costs of providing transit circular or streetcar service, as set forth in Section 5 of this Agreement.

Section 8. Construction Costs and Reimbursement.

A. Construction Costs.

If the cost of the Multi-Modal Transportation Projects and funding of transit service is less than the Developer's MMTM obligation, the Developer will pay the County the difference between the Developer's required MMTM obligation and the cost of the Multi-Modal Transportation Projects and funding of transit service. If the cost of the Multi-Modal Transportation Projects and funding of transit service exceeds the Developer's MMTM obligation, the Developer will pay the cost of the Multi-Modal Transportation Projects and receive reimbursement, as set forth in Section 8(B) of this Agreement.

B. Reimbursement.

Over the term of this Agreement and as limited by the County's reimbursement obligation cap, as set forth in Section 18 of this Agreement, the County shall reimburse the Developer for the Multi-Modal Transportation Projects and funding of transit service the costs of which exceed the Developer's MMTM obligation.

The County shall commence annual reimbursement payments to the Developer upon the dedication to and acceptance by the County of a Multi-Modal Transportation Project the costs of which exceeds the Developer's MMTM obligation. Any obligation by the County to reimburse

the Developer is payable solely from the Transportation and Transit Trust Fund and the TID MMTM Fund, as set forth in Section 5 of this Agreement.

To the extent that the Developer is owed reimbursement:

- Starting from the establishment of the Trust Fund until the Developer receives the building permit for the 650th residential unit, the County shall reimburse the Developer at a rate of 75% of the amount appropriated each year into the Transportation and Transit Trust Fund; and

- Starting from when the Developer receives the building permit for the 650th residential unit until the Developer is fully reimbursed or the termination of this Agreement, the County shall reimburse the Developer at a rate of at least 50% of the amount appropriated each year into the Transportation and Transit Trust Fund.

If funds remain in the Transportation and Transit Trust Fund, as set forth in Section 5 of this Agreement, after the Developer has been fully reimbursed for the Multi-Modal Transportation Projects and the funding of transit service the costs of which exceed the Developer's MMTM obligation, the County shall close the Transportation and Transit Trust Fund and transfer any remaining funds to whatever account the County deems appropriate. If funds remain in the TID MMTM Fund, as set forth in Section 5 of this Agreement, after the Developer has been fully reimbursed for the Multi-Modal Transportation Projects the costs of which exceed the Developer's MMTM obligation, the County shall stop accounting for the funds separately from the TID MMTM Fund and reintegrate the funds into the Southwest Transportation Mobility District MMTM fund.

If, at the termination of this Agreement, the funds in the Transportation and Transit Trust Fund and the TID MMTM Fund, as set forth in Section 5 of this Agreement, are insufficient to fully reimburse the Developer for the Multi-Modal Transportation Projects and the funding of transit service the costs of which exceed the Developer's MMTM obligation, the County shall reimburse the Developer from all remaining funds, as set forth in Section 5 of this Agreement, including reserves up to the County's reimbursement obligation cap, as set forth in Section 18 of this Agreement. At the termination of this Agreement and payment of all remaining funds, as set forth in Section 5 of this Agreement, including reserves, up to the County's reimbursement obligation cap, as set forth in Section 18 of this Agreement, the County's reimbursement obligation shall be fully satisfied.

In lieu of receiving reimbursement from the County, the Developer may elect to receive MMTM credit in exchange for any reimbursement obligation that the County owes it under this Agreement. Upon receiving MMTM credit, the County's reimbursement obligation is extinguished in the amount equal to the MMTM credit given to the Developer.

Section 9. Multi-Modal Transportation Mitigation.

Consistent with the MMTM ordinance, the Developer's mitigation for a use or phase shall be based on the MMTM schedule in effect at the time of final development plan approval. The

Developer shall be vested to the MMTM schedule in effect for the remaining un-built portion of the Development upon completion and acceptance by the County of all the Multi-Modal Transportation Mitigation Projects. Should the County reduce the MMTM rates or eliminate the MMTM program, the Developer's mitigation shall be adjusted accordingly.

The Developer may elect to receive Multi-Modal Transportation Mitigation credit upon completion and acceptance of a Multi-Modal Transportation Project or dedication of right of way for a Multi-Modal Transportation Project occurring at or before final development plan approval. The Developer shall receive a 15% reduction in future MMTM payments upon completion and acceptance of a Multi-Modal Transportation Project or dedication of right of way for a Multi-Modal Transportation Project occurring at or before final development plan approval, consistent with the MMTM ordinance.

The Developer has the right to determine which projects within the Development are authorized to use any MMTM credits earned for the construction of the Multi-Modal Transportation Projects and dedication of right-of-way to the County. The Developer shall have the right to use MMTM credits for any development it owns within the Southwest Mobility District consistent with the MMTM ordinance.

Section 10. Certificate of Level of Service Compliance.

Provided that the Developer complies with all provisions of this Agreement, the Development shall be deemed concurrent as to transportation concurrency. If the Developer receives final development plan approval, the Developer shall also receive a final certificate of level of service compliance for the entire Development as to transportation concurrency.

Section 11. Vesting for Transportation Concurrency Purposes.

Upon completion of the Multi-Modal Transportation Projects and the Developer receiving certificates of completion from the County, the Development shall be deemed vested as to all transportation mitigation for the development identified in the approved Preliminary Development Plan from transportation concurrency as defined in Chapter 407, Article 12 of the ULDC.

Section 12. Relationship of Parties.

The Developer acknowledges that the Developer is not an agent or a service provider of the County. No person employed by either party to this Agreement will, in connection with the performance of this Agreement, be considered the employee of the other party, nor will any employee claim a right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom the person is employed.

Section 13. Indemnification.

The Developer shall defend, indemnify and hold harmless the County and its agents, officers, and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses, or costs, including, but not limited to, reasonable attorneys' and paralegals' fees and costs, whether at trial or appellate levels or otherwise, arising during or out of the design or construction of the improvements contemplated by this Agreement.

The Developer's duty to defend is independent and separate from the duty to indemnify. The duty to defend exists if the allegations made indicate that the cause of the alleged harm arose from the acts or omissions of the Developer. The Developer's duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Developer.

The Developer's obligation to indemnify and defend will survive the expiration or early termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party is fully and finally barred by the applicable statute of limitations.

Section 14. Workers' Compensation and Insurance.

The Developer will maintain and require its contractors to maintain workers' compensation coverage and insurance naming the County as an Additional Insured Party in accordance with Florida Statutes and Exhibit G: Type A: Insurance Requirements, attached and incorporated by reference to this Agreement.

Section 15. Necessity to Obtain Permits.

The Developer acknowledges its obligation to obtain all necessary permits that may be needed for the Multi-Modal Transportation Projects. The Developer is responsible for coordinating any permitting activities with all appropriate government agencies. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the Development shall not relieve the Developer or its successors or assigns of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

Section 16. Impact of the Development.

The Developer agrees that the conveyances and commitments pursuant to this Agreement are necessary to reduce the impacts of the Development and meet the "essential nexus" and "rough proportionality" requirements established by the United States Supreme Court in the cases of ***Nollan v. California Coastal Commission*** and ***Dolan v. City of Tigard***.

Section 17. Burden on Property Owner's Rights.

The Developer agrees that the conveyances and commitments pursuant to this Agreement in no way inordinately burdens an existing use of the Property or vested right to a specific use of the Property.

Section 18. County's Financial Obligations – Reimbursement Obligation Cap.

Notwithstanding any other provision in this Agreement to the contrary, the County's financial obligations are limited to the funds deposited in the Transportation and Transit Trust Fund and the TID MMTM Fund, as set forth in Section 5 of this Agreement.

Section 19. No Pledge of County Taxing Power; No Lien on County Property.

It is expressly agreed by the Developer and the County that the full faith and credit of the County is not pledged to the payment of the financial obligations contain in this Agreement and that the Developer shall never have the right to require or compel the exercise of any taxing power or establish of any rate of taxation of the County to fulfill its contractual obligations contained in this Agreement. This Agreement and the obligations contained herein shall not constitute a lien upon any property of the County.

Section 20. Timing of Payment of County Financial Obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County shall be required to begin reimbursing the Developer only after the Developer has completely constructed and dedicated a Multi-Modal Transportation Project, the cost of which exceeds the Developer's MMTM obligation, to the County and the project has been accepted for maintenance by the County Engineer.

Section 21. 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 22. 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 23. Complete 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 24. Agreement 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 25. Non-exclusivity.

The County may enter into Developer Agreements with multiple applicants for the Multi-Modal Transportation Projects to facilitate collaboration with multiple applicants and allow for the Multi-Modal Transportation Projects.

Section 26. 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. The County shall not unreasonably delay or withhold assignment.

Section 27. Successors and Assigns.

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 28. 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; provided, however, that the County's obligation to provide funding for transit operations terminates upon annexation of the Property, or any portion of the Property, by a municipality in Alachua County.

Section 29. Recordation of Agreement.

The County shall record this Agreement in the Official Records of Alachua County, Florida, at Developer's expense, within 10 business days after the execution of this Agreement by both parties.

Section 30. 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 31. Further Documentation.

The parties agree that, at any time following a request 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 32. 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.

County Address: Alachua County
c/o County Manager
12 SE 1st Street
Gainesville, FL 32601

Developer Address: Celebration Pointe, LLC
c/o SHD Development, LLC.
2579 SW 87th Drive
Gainesville, FL 32608

Section 33. Enforcement and Third Party Beneficiaries.

If any party hereto fails to carry out any of its covenants or obligations contained herein, both parties shall be entitled to all remedies available at law or in equity. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 34. 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 35. Effective Date.

The effective date of this Agreement 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 36. 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.

Section 37. Term of Agreement.

This Agreement will commence on its Effective Date and terminate on December 31, 2035.

Section 38. Termination.

The failure of either party to comply with any provision of this Agreement will place the party in default, unless excused or justified by a Force Majeure event, as defined in Section 2 of this Agreement; by default by the other party; or by another legally recognized cause customarily justifying or excusing non-performance. If the obligation inhibiting effects of a Force Majeure event is claimed for a continued duration of a year and a day, the party not claiming the Force Majeure event may terminate the Agreement. If the obligation inhibiting effects of Force Majeure events is claimed for an aggregated period of two years and a day, the party not claiming the Force Majeure events may terminate the Agreement.

Prior to terminating the Agreement, the party wishing to terminate will notify the other party in writing, hand delivered, or sent by Federal Express or a comparable overnight mail service, or by U.S. Registered or Certified Mail, return receipt requested, postage prepaid. This notification will make specific reference to the provision which gave rise to the default. The party wishing to terminate will give the other party 90 days to cure the default. The County Manager is authorized to provide written notice of default on behalf of the County and, if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Developer.

Section 39. Force Majeure – Excuse of Performance.

As a condition precedent to the right to claim excuse of performance due to a Force Majeure event, the party claiming a Force Majeure event shall promptly notify the other party verbally and, as soon as practical, but in no event more than ten days thereafter, prepare and deliver to the other party a written notice with a detailed description of:

1. the nature of the Force Majeure event;
2. the date/time of the commencement of the Force Majeure event;
3. the estimated duration and cost impact of the Force Majeure event, if any, on the party's obligations, under this Agreement; and
4. the estimated impact (other than cost) of the Force Majeure event, if any, on the party's obligations under this Agreement.

When a party claims excuse of performance due to a Force Majeure event, the party claiming the Force Majeure event shall, as quickly as possible, to the extent reasonable, eliminate the cause therefore, reduce the costs thereof, and resume performance under this Agreement. The party claiming the Force Majeure event shall provide prompt notice to the other of the cessation of a Force Majeure event. The party claiming a Force Majeure event shall affirmatively prove to the other party the occurrence of the Force Majeure event and all resulting impacts, if any, to the performance of the Agreement.

Section 40. Mediation.

The parties agree to attempt to resolve all disputes, claims or controversies arising out of or relating to this Agreement by mediation in accordance with Chapter 44, Florida Statutes. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

Either party may commence the mediation process by providing to the other party written notice, setting forth the subject(s) of the dispute, claim(s), and the relief(s) desired. Within twenty business days after the receipt of the notice, the receiving party shall deliver a written response to the initiating party's notice stating whether the receiving party agrees with or disputes the initiating party's claim(s) or disputes the initiating party's entitlement to the relief(s) desired. If the receiving party disputes the initiating party's claim(s) or entitlement to the relief desired, the parties shall jointly appoint a mutually acceptable mediator who is Florida Circuit Court certified in accordance with §44.106, Florida Statutes and Florida Rules of Certified and Court-Appointed Mediators. If the parties cannot agree on a mediator, each shall select one mediator from the available Florida Circuit Court certified mediators and those two mediators shall select a third mediator who will conduct the sessions. There shall be no independent right to discovery for these mediation sessions. The parties acknowledge and agree these mediation sessions are subject to the Mediation Confidentiality and Privilege Act (§§44.401-44.406, Florida Statutes).

The initial mediation session shall be held within ninety calendar days after the initial notice, unless otherwise agree to by the parties, on a date set by the mediator, making reasonable accommodation and taking into account the respective scheduled of the parties. The parties further agree to share equally the costs of the mediation sessions, which costs will not include costs incurred by a party for representation by counsel at the mediation. The mediation sessions shall be conducted in Alachua County, Florida.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year first above written.

DEVELOPER

BY: _____

Its: _____

WITNESS: _____

WITNESS: _____
(Corporate seal is acceptable in place of witnesses)

ALACHUA COUNTY, FLORIDA

BY: _____
Board of County Commissioners, Chair

Attest: _____
J.K. Irby, Clerk

Approved as to form:

_____
County Attorney

The parties representatives are:

Developer: Celebration Pointe, LLC
Svein Dyrkolbotn
2579 SW 87th Drive
Gainesville, FL 32608

County: Randall Reid
County Manager
Post Office Drawer 2877
Gainesville, FL 32602

A copy of any notice hereunder shall also be sent to:

J. K. Irby
Clerk of the Circuit Court
Post Office Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

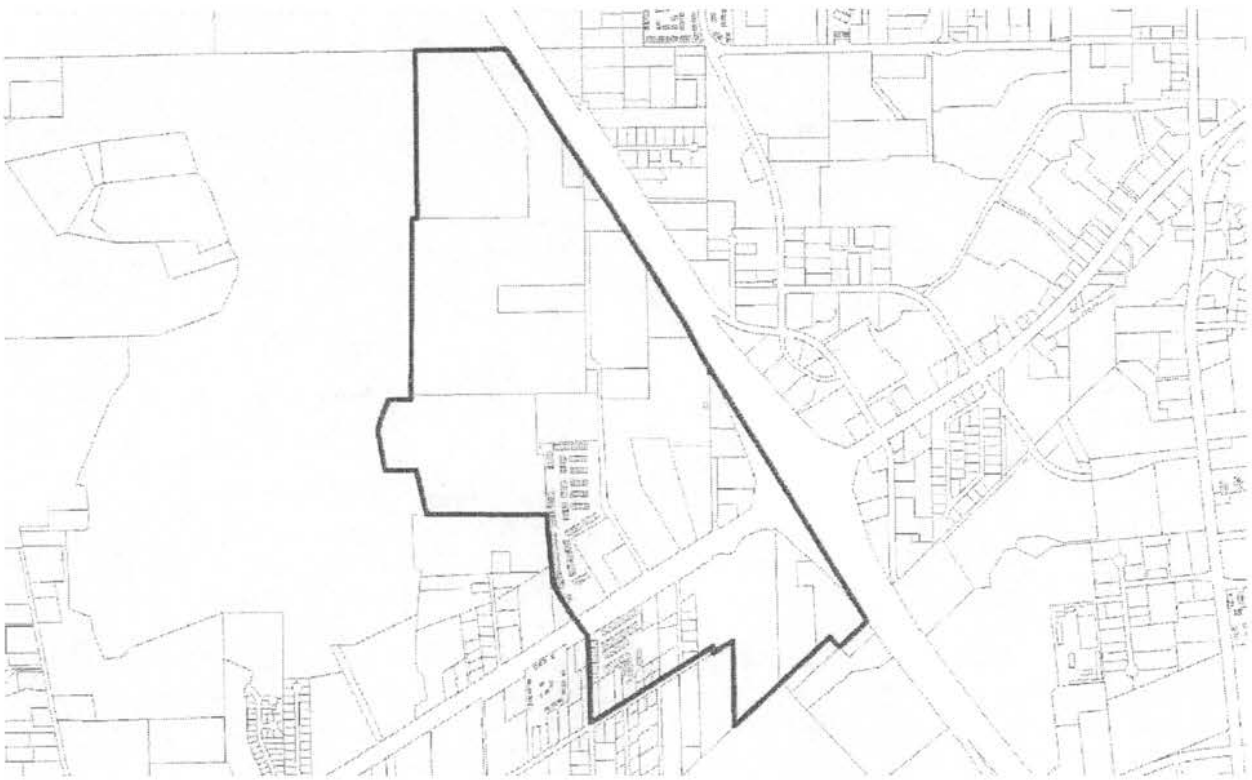
Exhibit A: Celebration Pointe Legal Description of Properties & Parcel Boundary Map

Exhibit B: Southwest Alachua County Transportation Improvement District Legal Description & Parcel Boundary Map

That part of Section's 14, 15, 22 and 23, Township 10 South, Range 19 East, Alachua County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Lot 4 (also being the Southeast corner of Lot 5) of "Ricelands Subdivision", as per plat recorded in Plat Book "D", page 74 of the public records of Alachua County, Florida, for the Point of Beginning: thence Southerly across the right of way of SW 47th Way (Riceland Avenue) to the northwest corner of Lot 18 of said Ricelands Subdivision, and also being the northeast corner of "Lyon's Replat of Lot 17", as per plat recorded in Plat Book "F", page 44 of the said public records; thence continue Southerly along the west line of said Lot 18, and along the east line of said Lyon's Replat to the southwest corner of said Lot 18, as well as being at an intersection with the north line of the Gary Grant; thence Northeasterly along the said north line of the Gary Grant to the most northerly corner of the Prairie View Trust Property (tax parcel 07240-000-000); thence Southeasterly along the easterly line of the said Prairie View Trust Property to the most westerly corner of the Beach Construction Holdings, LLC property, as per deed recorded in Official Record Book 3836, page 2286 of the said public records (tax parcel 06800-007-001); thence Northeasterly along the northerly line of the said Beach Construction Holdings, LLC property to an intersection with the westerly right of way line of interstate 75 (State Road 93); thence Northwesterly along the said westerly right of way line to an intersection with the south line of Lot 7 of the "Map of Sec's 9 and 10 Township 10 Range 19 S and E", as per plat recorded in Plat Book "A", page 10 of the said public records; thence Westerly along the said south line of Lot 7 to the northwest corner of the Mabel Barnes Heirs property (tax parcel 06828-000-000), as per deed recorded in Official Record Book 2352, page 2881 of the said public records; thence Southerly along the west line of the said Mabel Barnes Heir property (tax parcel 06828-000-000) to the southwest corner of the said Mabel Barnes Heir property (said corner is at an intersection with the north line of tax parcel 06820-000-000, and also being a part of the Mabel Barnes Heirs property, as per deed recorded in Official Record Book 198, page 359 of the said public records; thence Westerly along the north line of the said Mabel Barnes Heir property (tax parcel 06820-000-000) to the northwest corner of the said Mabel Barnes Heir property; thence Southerly along the west line of the said Mabel Barnes Heir property to a boundary corner of Arc communities 8 LLC property (tax parcel 06819-010-000), as per deed recorded in Official Record Book 2509, page 1168 of the said public records; thence Westerly and Southerly along the westerly line of the said Arc Communities 8 LLC property, to the southwest corner of the said ARC Communities 8 LLC property and being at an intersection with the north line of the Gainesville Council on Aging, Inc. property (tax parcel 06816-000-000), as per deed recorded in Official Record Book 4001, page 1353 of the said public records; thence Easterly along the north line of the said Gainesville Council on Aging, Inc. property to the northeast corner of the said Gainesville Council on Aging, Inc. property, which is also on the west line of a 30.0 foot wide easement, as per Easement Agreement recorded in Official Record Book 788, page 994 of the said public records; thence Southerly along the easterly line of the said Gainesville Council on Aging, Inc. properties (tax parcel's 06933-001-000 and 06935-001-000, both as per deed recorded in Official Record Book 4001, page 1353 of the said public records), and also being along the west line of the said

Easement Agreement to an intersection with the northerly right of way line of State Road 24 (Archer Road), and also being the most easterly corner of said tax parcel 06935-001-000, as well as being the southwest corner of the said Easement Agreement; thence Southwesterly across said State Road 24 to the northeast corner of Hailey Forest Condominiums, as per condo documents recorded in Official Record Book 3562, page 305 of the said public records; thence Southerly along the east line of the said Hailey Forest Condominiums, and along the west line of Lot 5 of said "Ricelands Subdivision" to the southwest corner of said Lot 5, and being the southwest corner of the Gary Lenczyk property; as per deed recorded in Official Record Book 1498, page 196 of the said public records, as well as being at an intersection with the northerly right of way line of SW 47th Way (Riceland Avenue); thence Northeasterly along the said northerly right of way line to the said southwest corner of Lot 4 for the said Point of Beginning.



Southwest Transportation Improvement District Map

Exhibit C: Southwest 30th Avenue Project
Exhibit D: Archer Braid Multi-Use Trail Project
Exhibit E: Dedicated Transit Lane(s) Project and Multi-Use Path
Exhibit F: Park and Ride Project

Exhibit G: Type A: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS
"ARTISAN CONTRACTORS / SERVICE CONTACTS"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

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 than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause.
Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile 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 Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

b. **The Contractor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

II Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

III All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a Ten (10) day notice of cancellation for non-payment of premium and a Thirty (30) day notice of cancellation/non-renewal for all other causes. 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 from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

Alachua County Mobility Plan

Southwest District
Transportation Improvement Agreement

Jonathan B. Paul, AICP, MA[2]
Jeffery L. Hays

OVERVIEW

- Investment in Transportation Mobility
- Encourage Transit Oriented Development (TOD)
- Promotes Fiscal & Environmental Sustainability
- Incentive for economic development & job creation
- Creates a Public / Private Partnership
- Not a new tax, fee or developer giveaway

BOCC DIRECTION

On May 10th, 2011, the BOCC Directed staff to negotiate a Agreement with Celebration Pointe Partners, LLC to address construction of transportation capacity projects and funding of transit operations in the Southwest Transportation Improvement District (TID).

BOCC DIRECTION

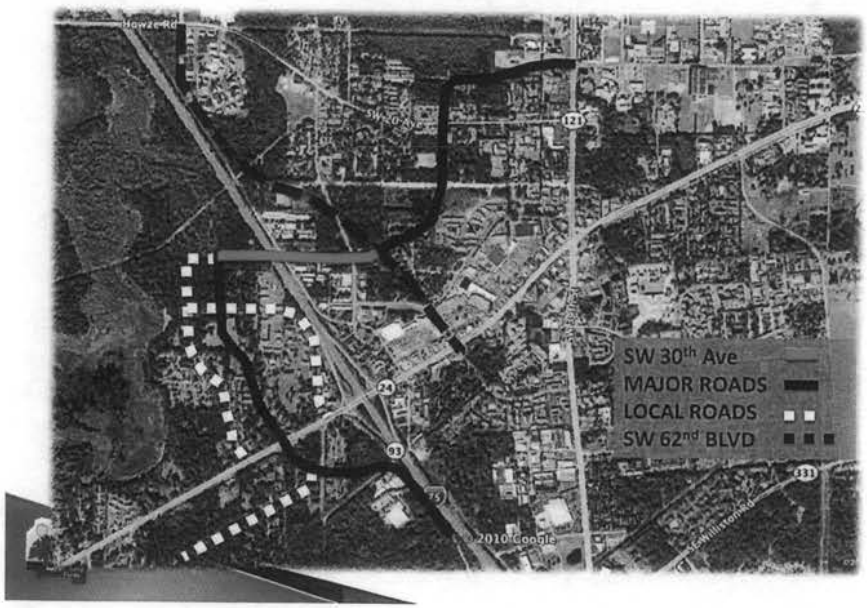
On July 12th, the BOCC Directed staff to continue development of the Southwest District Transportation Improvement Agreement where the County pledges non-ad valorem revenues to partially fund multi-modal transportation within the District.

SOUTHWEST DISTRICT

WHERE WE ARE

Staff has been cooperatively working with the Celebration Pointe team and we have a draft Agreement that that spells out the Developers and County's obligations.

SW 30th AVENUE



ARCHER BRAID TRAIL

DEDICATED TRANSIT LANES

TRANSIT SERVICE

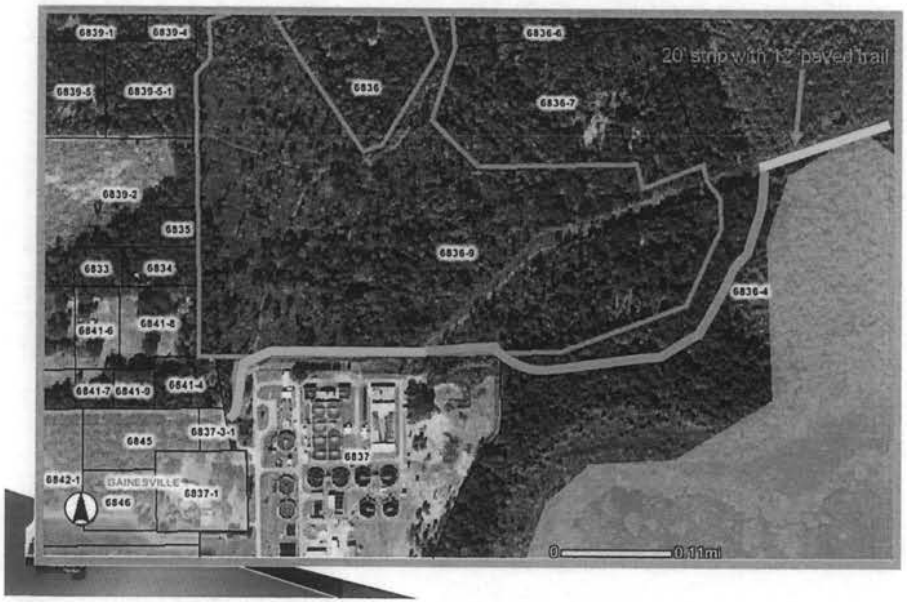
- Provided in 4 phases
- Frequency increases as density & intensity increase
- Thresholds linked to number of units
- Phase 1: (500 units) 15 min headways during peak hours
- Phase 2: (650 units) 20 min peak hour & 40 min off-peak
- Phase 3: (1,500 units) 15 min peak hour & 30 min off-peak
- Phase 4: (2,200 units) 10 min peak hour & 20 min off-peak
- Thresholds for Phase 3 & 4 reduced by non-residential
- **Funding of phases contingent upon TID revenue**

ITEMS REQUIRING ADDITIONAL DISCUSSION

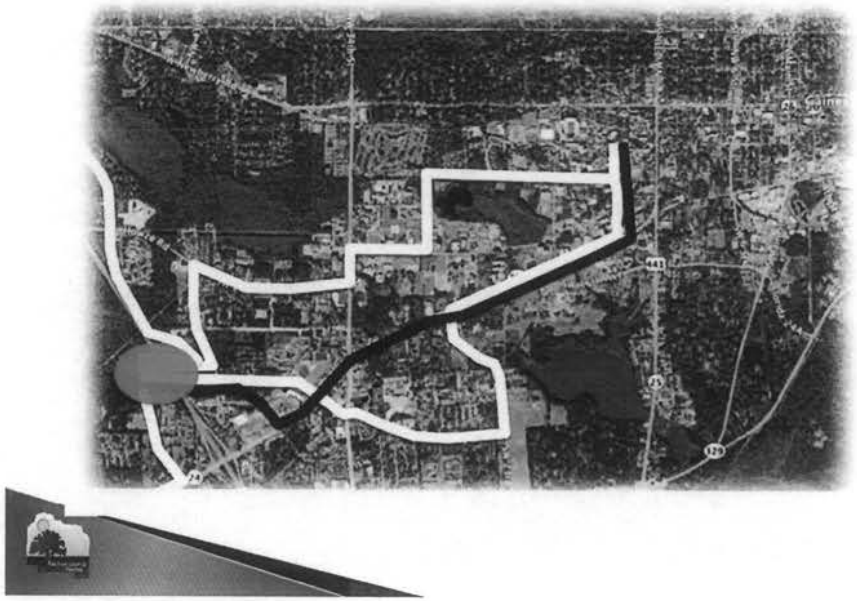
- SW 30th Avenue ROW – Butler Plaza Dedication
- Archer Braid Trail ROW – GRU
- Transit Circulator
- Park and Ride
- Annexation
- MMTM & Future Commitment to Construct Projects

SW 30th AVENUE – Butler Plaza

Archer Braid – GRU



TRANSIT CIRCULATOR



PARK & RIDE

- Developer builds, owns and maintains
- County reimburses Developer for 200 – 300 spaces
- Possible UF / Shands Agreement for up to 50% of spaces
- Developer charge up to $2 per space for O&M
- Developer responsible for all liability
- Developer responsible for ensuring public access

VOLUNTARY vs. INVOLUNTARY ANNEXATION

MMTM & FUTURE COMMITMENTS

- Current ordinance address current day funding
- Does not address future year commitments
- MMTM schedule not locked in until Final Plans
- Developer pays into fund, then reimbursed from fund
- Staff will work with Developer(s) to evaluate MMTM policy
- Will determine if amendments should be considered

STAFF RECOMMENDATION

Direct Staff to prepare a final agreement reflective of the substantive issues discussed today for adoption at a future Board of County Commissioners meeting.

August 9, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Revision to Policy 5-15, Incentive and Retention Pay (Amended)

Amount
N/A

Description
Request Approval to Eliminate the two bonuses in the Employee Policies in order to comply with recent State legislation.

Recommendation
Approve the revision to Employee Policy 5-15, Incentive and Retention Pay to eliminate the two bonuses described in this policy.

Alternative(s)
Do not approve the revision to Employee Policy #5-15, Incentive and Retention Pay to eliminate the two bonuses described in this policy.

Requested By
Kim Baldry

Originating Department
Administrative Services/Human Resources

Attachment(s) Description
Employee Policy #5-15, Incentive and Retention Pay

Documents Requiring Action
Employee Policy #5-15, Incentive and Retention Pay

Executive Summary
New State legislation specifies the condition for paying bonuses to local government employees. Current language in the Employee Policies is in conflict with this legislation and must be revised.

Background
On June 17, 2011, the Governor signed SB 88 into law. This bill limits the payment of extra compensation to County officials in the form of severance pay and requires that bonuses provided to County employees must meet certain criteria, including a preset standard that bonuses must be based on performance and all employees must be eligible for those bonuses. The County currently allows two bonuses -one is an incentive pay for employees below division director level who obtain a non-job required license or certification. The other is a bonus for employees who perform in an exemplary manner. As neither of these bonuses meet the criteria now set by the State of Florida we can no longer offer these bonuses to our employees and this language needs to be removed from the Employee Policy Manual. Policy #5-15 attached reflects the revision using the strike-thru method.

Issues
NA

Fiscal Recommendation

NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: Pol 515.pdf
Attachment: Revisions to Policy 515memo to rr.pdf

Board of County Commissioners' Employee Policies

Alachua County, Florida

Incentive and Retention Pay

Policy No.: 5-15
Revision No.: ~~01~~ 02

Effective: 07/01/2011
Review Date: 07/01/2012

OVERVIEW: This policy provides additional compensation to encourage and retain employees who maintain high professional standards.

SCOPE: This policy applies to classified employees.

PROVISIONS:

~~1. Incentive Pay~~

~~a. General Rule. A regular employee in a classified position, based upon the recommendation of the department director and upon approval of the Administrating Official, may qualify for a $250 lump sum incentive pay upon completion and receipt of a job related certification or license.~~

~~i) Professional certifications that are required as minimum qualifications for a position and certifications obtained by department directors or division heads are not qualified for the incentive pay.~~

~~ii) Employees are eligible for a maximum of three certifications for each job classification.~~

~~2.~~ **1.Retention Pay**

a. General Rule. No more than once during a fiscal year the department director may increase the compensation of any employee up to the midpoint of the salary range of the current classification. This increase is designed to encourage retention by increasing the salary of an employee who is being actively recruited or who has an offer of employment with a better compensation package.

b. Increases beyond the midpoint of the salary range require approval of the Administrating Official.

c. Budgetary constraints and policies must be followed when making compensation decisions.

~~3.~~ **2.Equity Pay**

a. General Rule. No more than once during a fiscal year the department director may increase the compensation of any employee up to the midpoint of the salary range of the current classification to ensure pay equity amongst employees. This type of increase is intended to raise the compensation of long term employees to a level commensurate with recently hired employees who were hired above the base of their classification range.

b. Increases beyond the midpoint of the salary range require approval of the Administrating Official.

c. Budgetary constraints and policies must be followed when making compensation decisions.

~~4. Bonus Payments~~

~~a. General Rule. In the event an employee has performed in exemplary fashion, or has demonstrated consistent, outstanding performance, a department director may approve a one time, lump sum bonus for the employee. The Department Director can approve a bonus in an amount up to 10% of the employee's regular annual salary no more than one time per fiscal year.~~

~~b. A bonus of more than 10% of the employee's regular annual salary must be approved by the administrating official.~~

~~c. Budgetary constraints and policies must be followed when making compensation decisions.~~

Alachua County
Administrative Services
Human Resources

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

June 3, 2011

MEMORANDUM

RCVD AM 9:03 06/17/11
JUN 08 2011
COUNTY MANAGER

To: Randall H. Reid
County Manager

Via: Betty Baker
Administrative Services Director

From: Kim Baldry, CPM, SPHR
Human Resources Manager

Subject: Revisions to Policy #5-15

Governor Scott is expected to sign Senate Bill 88 into law. This bill limits the payment of extra compensation to County officials and requires that bonuses provided to County employees must now meet certain criteria, including a preset standard that bonuses must be based on performance and all employees must be eligible for said bonuses.

The County currently allows for two bonuses in the Employee Policies. One bonus is an incentive bonus for employees who obtain a non-required job related license or certification. The other bonus is for a one time lump sum amount to reward an employee for exemplary performance. Neither of these bonuses is tied to a "preset standard that bonuses must be based on performance and all employees must be eligible for said bonuses." The text of the law specifies that all employees must be eligible for one of the bonuses and the employees must be advised in advance of the performance standards and evaluation process by which a bonus will be awarded. Neither of the bonuses in the Employee Policies meet these requirements.

Therefore, I am recommending removal of these two incentive pays from the Employee Policies.

Upon your approval I will place this on the Board's agenda for final approval and will then notify all employees, and Union Leadership, of these revisions.

In the event the Governor does not sign Senate Bill 88 into law, I will cancel this proposed revision.

Approved
Randall H. Reid
County Manager

6/15/11
Date

Disapproved
Randall H. Reid
County Manager

KB
Attachment

August 9, 2011 Regular BoCC Meeting
Agenda Item #15

Title
Request to Advertise: Adoption of Revised County Commission Districts based on updated census data. (Amended)

Amount
N/A

Description
Request to advertise to amend County Commission districts per Chapter 124.01 of the Florida Statute.

Recommendation
Approve the request to advertise to amend County Commission district per Chapter 124.01 of the Florida Statute

Alternative(s)
Do not approve the request to advertise and provide staff direction for revisions to the proposed districts.

Requested By
Gerald Brewington (374-5249)

Originating Department
Growth Management

Attachment(s) Description
1) Draft Commission Districts Map (2011) 2) Map of Existing Commission districts 3) Staff Powerpoint Presentation 4) Draft Ordinance

Documents Requiring Action
None

Executive Summary
Chapter 124.01 of the Florida Statutes states that there shall be five county commissioners districts in each county and shall be as nearly equal in proportion to population as possible. In addiiton, Article VIII (Section 1 (e)) of the Florida Constituion states that, after each decennial census, the board of county commissioners shall divide the county into districts of contiguous territory as nearly equal in population as practicable. Given recently updated numbers from the 2010, staff is recommending that the Board adopt revised districts to reflect this data. During the preparation of this agenda item, Growth Management staff met twice with Pam Carpenter, Supervisor of Elections as well as several members of her staff. Growth Management and Supervisor of Elections staff worked cooperatively in preparing the draft map to correspond to the existing voting tabulation distict (VTD) lines in order to minimize the need to divide voting districts.

Background
Chapter 124.01 F.S. requires that redistricting be done in odd numbered years and that one commissioner shall reside in each district. The Alachua County Commissioner further adopted guidelines in 2001 with regard to redistricting. These include: district population shall ideally remain within 5% of the mean population; district population shall be pie shaped; splits of municipalities other than the City of Gainesville shall be avoided as much as possible; man-made or natural boundaries shall be followed and an incumbent's existing or preferred place of residence should be protected. These guidelines have been followed in the updated districts as shown on the attached map. The population of each district falls within the 5% threshold of the mean population of

49,467 (the total population of 247,336 divided by 5).

Issues
Shall the Commission authorize a public hearing in order to adopt the amended districts as shown in the attached map or direct staff to provide alternate redistricting proposals?

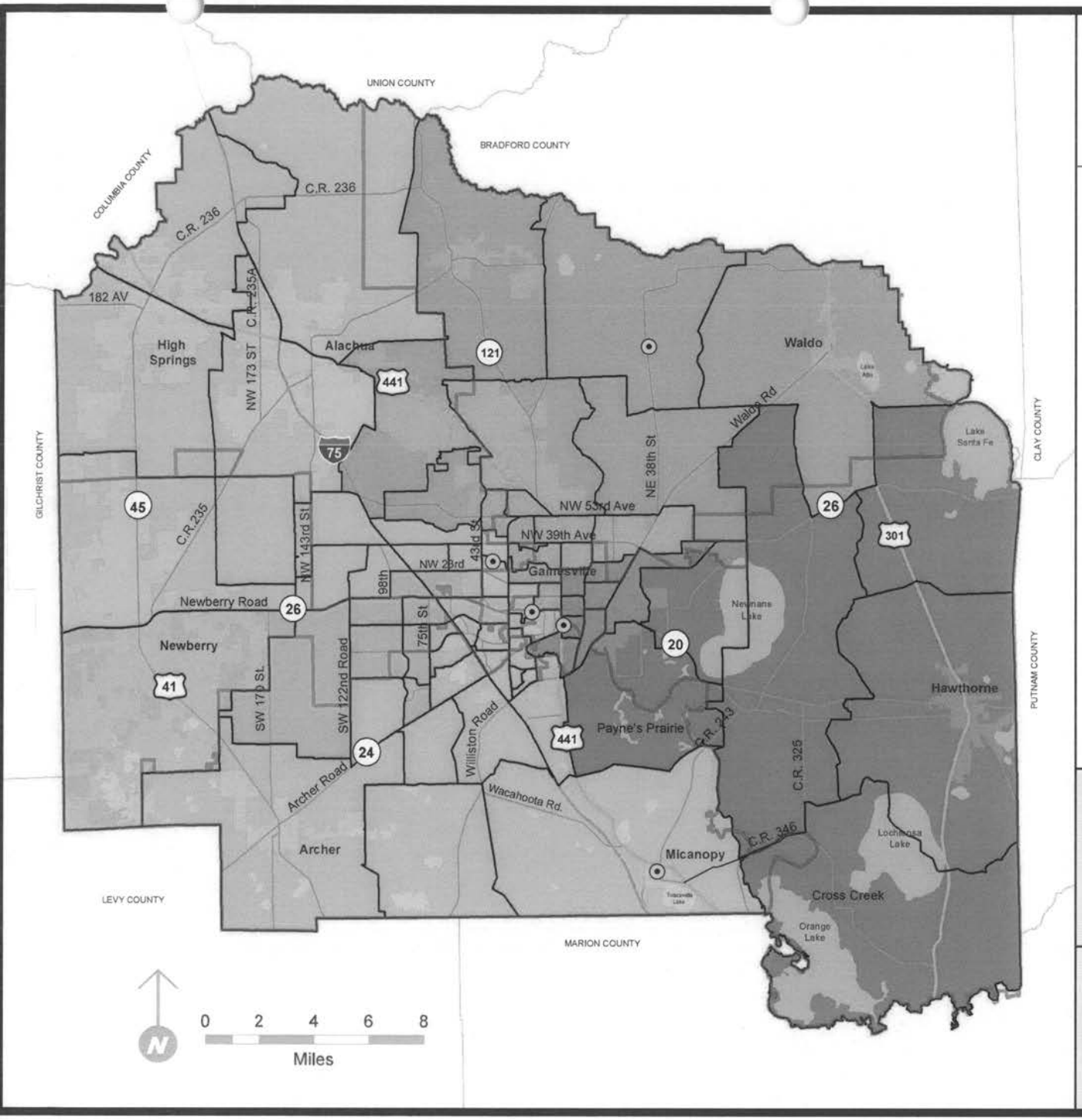
Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: Redistricting Proposal 2011.pdf
Attachment: Redistricting Ordinance.pdf
Attachment: Current Commission Districts.pdf
Attachment: County Redistricting.pdf



DRAFT

Potential 2011 Commissioner District Boundaries

Legend

District 1	Population = 50,759	2.6% Deviation
District 2	Population = 48,423	-2.1% Deviation
District 3	Population = 49,308	-0.3% Deviation
District 4	Population = 49,498	0.06% Deviation
District 5	Population = 49,348	-0.2% Deviation

Preliminary Voting Districts (VTD)

2000 Commissioner Districts

Commissioner Residences

Total County Population: 247,336
Ideal District population: 49,467

5% Deviation: >=46,994 and <= 51,940

Notes:

Data Source: US Census 2010 Redistricting Data
Preliminary Voting Districts (VTD) were used to create the potential 2011 Commissioner Districts.

Map created 7/21/2011

Prepared by:
Alachua County
Department of Growth Management
10 SW 2nd Avenue, Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachuacounty.us/

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE NO. 2011-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE COMMISSIONER DISTRICTS OF ALACHUA COUNTY, FLORIDA, PURSUANT TO THE FLORIDA CONSTITUTION (ARTICLE VIII, SECTION 1, PARAGRAPH (E); PROVIDING FOR FINDINGS; PROVIDING FOR A TITLE; PROVIDING FOR PURPOSE AND INTENT; PROVIDING REVISED COMMISSIONER DISTRICTS BASED ON 2010 CENSUS; PROVIDING FOR PUBLICATION OF THE REVISED DISTRICTS IN ACCORDANCE WITH SECTION 124.02(1) OF THE FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING OF COPIES AND FURNISHING OF MINUTES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Census Bureau issued county level data for redistricting on March 17, 2011; and,

WHEREAS, the 2010 federal decennial consensus data indicates that Alachua County has sustained population growth which requires redistricting of commissioners' districts; and,

WHEREAS, Article VIII, Section 1, Paragraph (e) of the Florida Constitution requires the Board of County Commissioners to divide the County into commissioner districts of contiguous territory as nearly equal in population as practicable following each decennial census; and,

WHEREAS, Subsection 124.01(3), Florida Statutes, provides that changes in commissioner districts be made only in odd-numbered years; and,

WHEREAS, on _____, the Board of County Commissioners conducted a public hearing and considered alternative redistricting proposals including the recommendation attached hereto as composite Exhibit A which contains a map that depicts five (5)

commissioner districts and lists the precincts contained in each district, and Exhibit "B," the legal descriptions for each precinct; and,

WHEREAS, the recommended redistricting proposal meets Florida Constitutional requirements by dividing the county into five (5) commissioner districts of contiguous territory as nearly equal in population as practicable (each district having less than five per cent (5%) deviation from exactly equal population numbers) and, as specified in Article II, Section 2.2 of the Alachua County Home Rule Charter, divides the County into five (5) commissioner districts, and also meets locally desired guidelines by: creating generally pie-shaped districts in order to include both urban and rural areas within each district; not splitting voting precincts between districts in order to ensure more efficient voting administration, and simplifying future commissioner elections by delineating district boundaries so that incumbent commissioners remain in separate districts.

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

SECTION 1. Sec. 21.24 Commissioner Districts of the Alachua County Code is amended to read:

Sec. 21.24. Commissioner Districts

(a) Findings. The Board of County Commissioners of Alachua County, Florida, finds that the map entitled "Commissioner Districts of Alachua County, Florida" based upon the ~~2000~~ 2010 Census of Population and attached hereto as Exhibit A, is consistent with redistricting requirements of Article VIII, Section 1, paragraph (e) of the Florida Constitution, and pertinent State Statutes.

(b) Title. This Ordinance shall be titled "Commissioner Districts of Alachua County, Florida."

(c) Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Florida Constitution, Article VIII, Section 1, Paragraph (e).

(d) Revised Commissioner Districts based on ~~2000~~ 2010 Census. The Commissioner Districts of Alachua County, Florida, shall be those shown on the map attached hereto and incorporated herein by reference as composite Exhibit A and comprised of the contiguous territories incorporating those voting precincts listed on ~~said~~ composite Exhibit A, and described by metes and bounds legal descriptions in Exhibit B ~~attached hereto and incorporated herein~~.

(e) Severability. It is the declared intent of County Commissioners that if any section, subsection, sentence, clause, phrase or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

(f) Publication of Revised Districts. The Board of County Commissioners in accordance with Section 124.02(1), Florida Statutes, shall cause an accurate description of the boundaries of the Commissioners Districts, as changed, to be entered upon its minutes and a certified copy thereof to be published once each week for two consecutive weeks. Proof of such publication shall be entered upon the minutes of the Board of County Commissioners.

(g) Copy on File; Furnishing of Minutes. A certified copy of this Ordinance with the attached Exhibits, and the corresponding minutes shall be on file with the Clerk of the Board of County Commissioners and also furnished to the Supervisor of Elections. In accordance with Section 124.03, Florida Statutes, the Clerk of the Commission shall furnish the Florida Department of State with a certified copy of its minutes reflecting the description of the boundaries of the districts as changed.

SECTION 2. Repeal of Ordinance 01-27. This ordinance shall repeal and replace Ordinance 01-27, which was adopted on October 23, 2001.

SECTION 3. Inclusion in the Code. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Alachua County Code of Alachua County Florida: that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the "ordinance" may be changed to "section", "article", or other appropriate designation.

SECTION 4. Effective Date. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days

after enactment by the Board of County Commissioners and shall be effective upon filing with the Department of State.

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

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chair

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

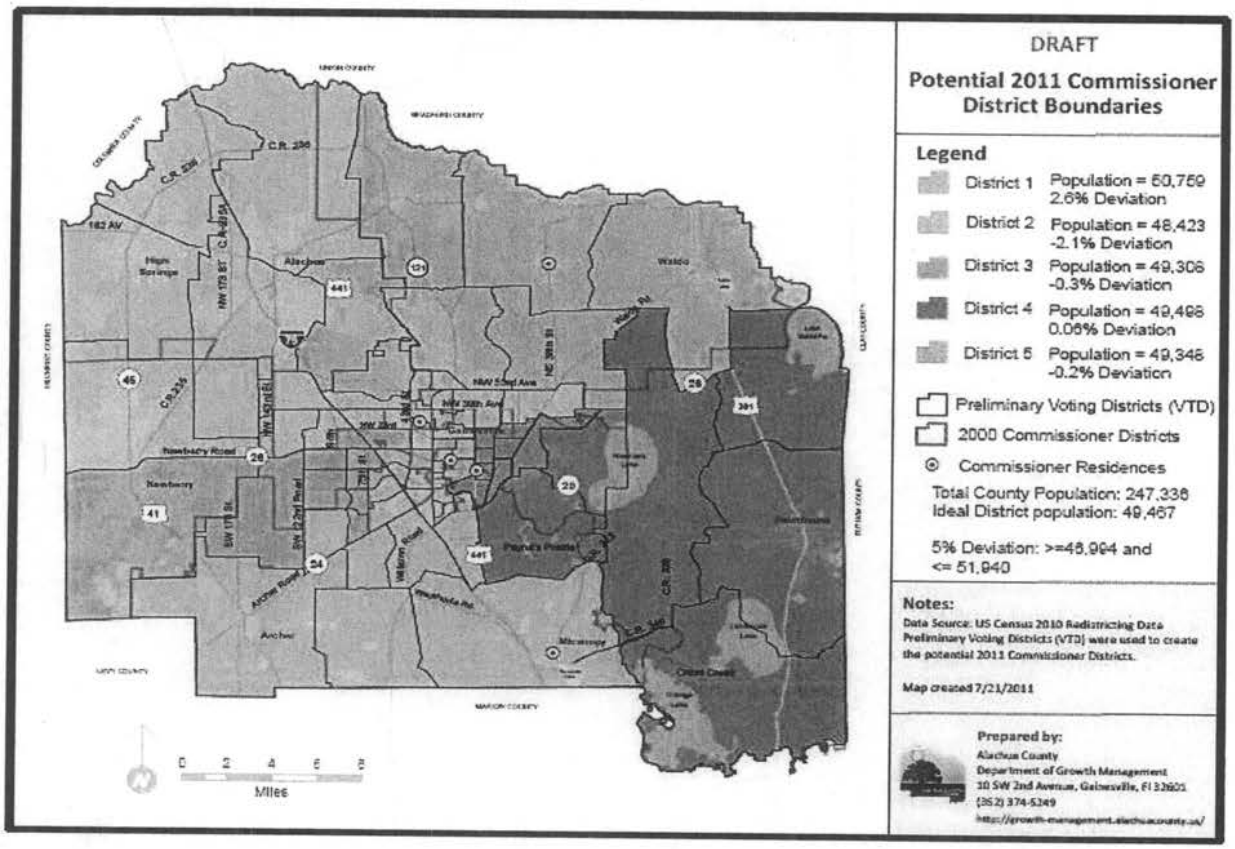
_____
County Attorney

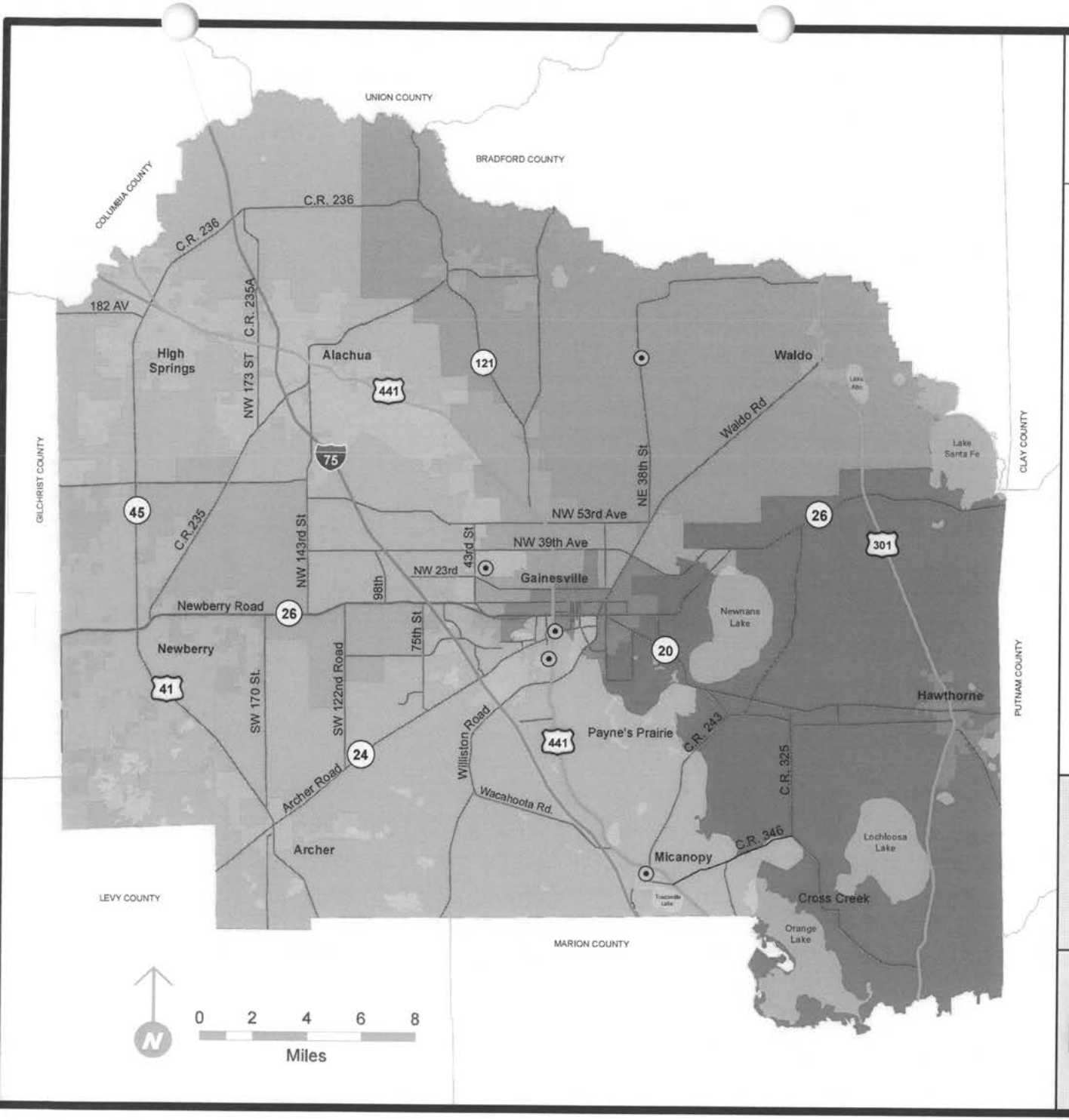
(SEAL)

APPROVED AS TO CORRECTNESS

_____
Growth Management Department

Exhibit A


DRAFT
Potential 2011 Commissioner District Boundaries
Legend
District 1 Population = 50,759 2.6% Deviation
District 2 Population = 48,423 -2.1% Deviation
District 3 Population = 49,306 -0.3% Deviation
District 4 Population = 49,498 0.06% Deviation
District 5 Population = 49,346 -0.2% Deviation
Preliminary Voting Districts (VTD)
2000 Commissioner Districts
Commissioner Residences
Total County Population: 247,336
Ideal District population: 49,467
5% Deviation: >=46,994 and <= 51,940
Notes:
Data Source: US Census 2010 Redistricting Data
Preliminary Voting Districts (VTD) were used to create the potential 2011 Commissioner Districts.
Map created 7/21/2011
Prepared by:
Alachua County
Department of Growth Management
10 SW 2nd Avenue, Gainesville, Fl 32601
(352) 374-5249
Miles



Current Commissioner District Boundaries

Legend

District 1	Population = 53,224	7.6% Deviation
District 2	Population = 56,105	13.4% Deviation
District 3	Population = 50,050	1.17% Deviation
District 4	Population = 45,528	-8.0% Deviation
District 5	Population = 42,429	-14.2% Deviation

⊙ Commissioner Residences

Total County Population: 247,336
Ideal District population: 49,467

5% Deviation: >=46,994 and <= 51,940

Notes:

Data Source: US Census 2010 Redistricting Data

Map created 7/25/2011

Prepared by:
Alachua County
Department of Growth Management
10 SW 2nd Avenue, Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachuacounty.us/

County Redistricting

Request to Advertise
Proposal for Amending Existing County Commission Districts

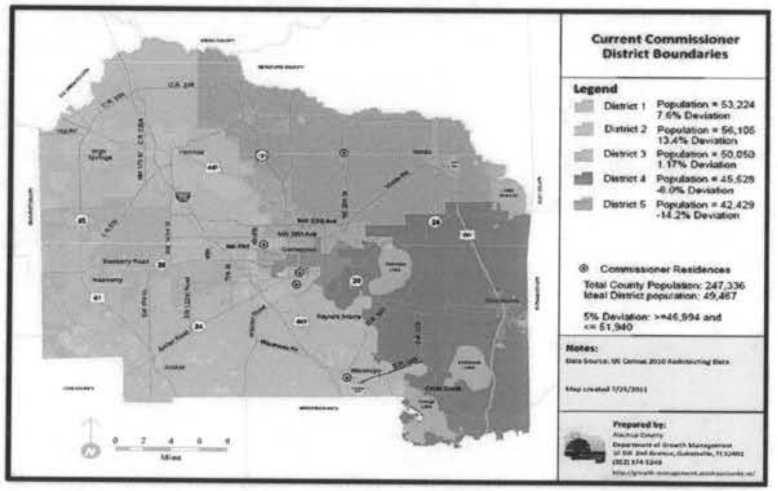
Requirements

- Provided in Florida Statute and the State Constitution. Redistricting shall occur in odd numbered years after the completion of the decennial census
- 2010 census completed earlier this year. Population shifts have occurred in the county resulting in an uneven population distribution amongst Commissioner districts.
- Intent is to amend existing districts so that a deviation of no more than 5% from the mean exists in any one district.

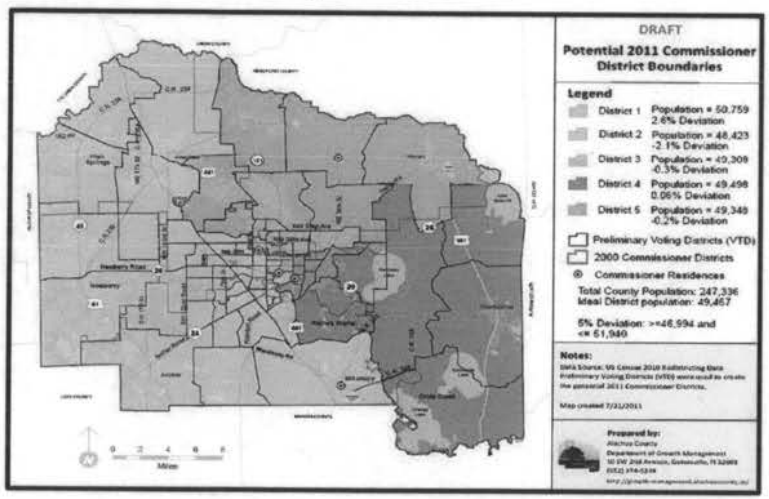
Methodology

- Guidelines established in 2001 call for pie shaped districts with nearly equal population distribution as possible.
- Meetings held with Supervisor of Elections to ensure coordination with voting districts and to avoid splitting districts whenever possible.
- VTD (Voting Tabulation District) boundaries followed whenever possible taking in account 2010 census numbers

Current Map



Proposed Map



Recommendation

- Staff recommends that the County Commission authorize staff to advertise a public hearing to adopt the amended Commission Districts as shown on the 2011 map included in this presentation.

August 9, 2011 Regular BoCC Meeting
Agenda Item #16

Title
Solid Waste: Review of Alternative Technologies For Organics Recycling by the Hinkley Center for Solid and Hazardous Waste (Amended)

Amount
$25,000.00

Description
Request approval for the Hinkley Center for Solid and Hazardous Waste to review and report on potential alternative organics recycling technology proposals for the Sustainable Solid Waste System.

Recommendation
Approve the Hinkley Center for Solid and Hazardous Waste to review and report on potential alternative organics recycling technology proposals for the Sustainable Solid Waste System as a substistute for a county appointed advisory committee.

Alternative(s)
Do not approve Hinkley Center for Solid and Hazardous Waste to review and report on potential alternative organics recycling technology proposals for the Sustainable Solid Waste System as a substitue for a county appointed advisory committee.

Requested By
Richard L. Hedrick, 352-374-5245, ext. 1211

Originating Department
Public Works

Attachment(s) Description
NA

Documents Requiring Action
NA

Executive Summary
The BoCC, on January 25th, 2011, assigned staff to create an ad hoc Technical Advisory Committee for the purpose of reviewing County staff recommendation for Organics Recycling, receive and consider alternative options, communicate with County staff, other governments and private entities regarding the technical issues posed by the proposed facilities and report conclusions to the Board of County Commissioners. At this time, there have not been adequate applications submitted to form the committee. Staff is proposing to utilize the expertise of the Hinkley Center for Solid and Hazardous Waste to perform these tasks.

Background
The adoption by the State of Florida 75% recycling goal and Alachua County's Comprehensive Plan goals guided staff in the creation of a timeline and methodology for building a sustainable solid waste program. The Board of County Commission has approved the following: November 2010, endorsed the Sustainable Solid Waste Plan January 25th 2011, approved the budget amendment to transfer funds from Solid Waste Reserves to move forward with the Sustainable Solid Waste Plan, and to convene an ad hoc, sunset technical advisory committee to review the organics recycling facility all the way through the process. April 11, 2011, approved the creation of the Technical Advisory Committee by resolution. The County process for soliciting applications

for membership to the technical advisory committee includes ongoing advertisement on the Alachua County website and has been advertised since April, 2011. In addition, staff has informed our colleagues through our professional associations including Recycle Florida Today and the Solid Waste Association of North America, Sunshine chapter. The Hinkley Center for Solid and Hazardous Waste also, sent the solicitation for membership to the Center's Board of Directors, which includes solid waste professionals from throughout the State of Florida. There was also an article in the Gainesville Sun highlighting the request for membership to the committee. Membership requirements for the committee are not to exceed (8) members consisting of: two (2) Solid Waste Engineering Professionals with a minimum of 10 years experience, one (1) Capital improvements economic analyst with 10 years experience; one (1) Renewable energy professional with 10 years experience; and one (1) Citizen at Large with proven knowledge and expertise of the solid waste, recycling and resource recovery industry. Non-voting members will consist of one (1) member from the City of Gainesville with professional engineering experience and one (1) member with professional experience in bio-solids management. To date five (5) applications have been submitted; one (1) expertise in biosolids, one (1) expertise in solid waste and three (3) citizens at large. Staff recommends to utilize the expertise of the Hinkley Center for Solid and Hazardous waste to conduct the evaluation of the alternative technologies by a review committee convened by the Center consisting of a membership of professionals that meet the criteria established for the County's technical advisory committee. The Hinkley Center has the ability to create a professional review committee that is made comprised of the high-level professionals form the international community and can perform the work to meet the county's established timeline.

Issues
The Board of County Commissioners has assigned staff to convene a technical advisory committee. To date there are an insufficient number of qualified applications that have been submitted to form the committee. Without this committee review, the County does not have a current mechanism in place to analyze alternative technologies

Fiscal Recommendation
Approve proposal. Amount is budgeted.

Fiscal Alternative(s)
Identify alternative funding sources

Funding Sources
Solid Waste Enterprise Fund

Account Code(s)
400-7640-534.63-98

August 9, 2011 Regular BoCC Meeting
Agenda Item #17

Title
Presentation of the Fairgrounds and Emergency Medical Services EMS Fee Study (Amended)

Amount
N/A

Description
Presentation of the Fairgrounds and EMS Fee Study.

Recommendation
To hear the presentation by the Consultant of the Fee Study and accept the Fire Rescue Department's recommendation for charging EMS fees at full cost for these services;. and accept the Public Works Department's recommendation for charging Fairground Fees at below cost for the services.

Alternative(s)
Do not hear presentation and accept Department proposed fees.

Requested By
Suzanne Gable

Originating Department
OMB

Attachment(s) Description
Fairgrounds and EMS Fee Study, Summary of Changes Worksheet, Powerpoint Presentation

Documents Requiring Action
None

Executive Summary
Presentation of the Fairgrounds and EMS Fee Study conducted by the consultant KPMG. The consultant was hired to conduct a comprehensive study of the County's Schedule of Fees and Charges for Services. The study conducted in FY10 included the Fairgrounds Fees and EMS Fees. The entire Fee Schedule will ultimately be analyzed by the consultant over the next few years. The Fire Rescue Department is recommending that the EMS fees should be charged at full cost for these services;. and the Public Works Department is recommending that the Fairground Fees should be charged at below cost for these services.

Background
The Alachua County Comprehensive Financial Policies state that "The Board of County Commissioners is authorized to establish and collect fees and charges for certain services rendered by the County. These services are available to all residents of Alachua County but are not needed by the majority of the residents, therefore, those utilizing the services are charged for the service." As an information item staff will present proposed changes to the Schedule of Fees and Charges for services on August 30, 2011. Subsequently, staff will present a final revised Schedule of Fees and Charges for Services to the Board for adoption by resolution at the first Public Hearing in September, 2011.

Issues

The Public Works Department is recommending is recommending that the Fairground Fees should be charged at below cost for these services due to the condition of the facilities; a higher fee may dissuade potential renters from leasing the fairgrounds.

Fiscal Recommendation
Accept Department recommendations of revised fees.

Fiscal Alternative(s)
Do not accept Department recommendations of revised fees and provide guidance.

Funding Sources
Not applicable

Account Code(s)
Not applicable

Attachment: Schedule of fees Summary.pdf
Attachment: Fee Schedule Presentation 080911.pdf
Attachment: Alachua County Fee Study_FINAL.pdf

ALACHUA COUNTY
SCHEDULE OF FEES AND CHARGES FOR SERVICES
SUMMARY OF CHANGES
FY 2011-12

STUDY REPORT PAGE NUMBER	DESCRIPTION	ACTION	CURRENT FEE	KPMG FEE	Department Proposed Fee	REASON
PUBLIC WORKS						
	PARKS:					
	FAIRGROUNDS FACILITIES RENTAL					
	BUILDING ONLY					
na	Daily Rate	Add Fees to Schedule	$850.00*	$1,511.00	$850.00	Charge below cost for these services due to the condition of the facilities, a higher fee may dissuade potential renters from leasing the fairgrounds
	GROUNDS AND POLE BARN					
na	Daily Rate	Add Fees to Schedule	$700.00*	$948.00	$700.00	Charge below cost for these services due to the condition of the facilities, a higher fee may dissuade potential renters from leasing the fairgrounds
FIRE RESCUE						
	EMERGENCY MEDICAL SERVICES:					
8	ADVANCED LIFE SUPPORT (ALS) TRANSPORT FEE I:	Increase Fee	$450.00	$458.00	$458.00	Charge Full Cost of These Services
8	ADVANCED LIFE SUPPORT (ALS) TRANSPORT FEE II:	Increase Fee	$605.00	$647.00	$647.00	Charge Full Cost of These Services
8	BASIC LIFE SUPPORT TRANSPORT FEE:	No Change	$355.00	$355.00	$355.00	Charge Full Cost of These Services
	TEAM/EQUIPMENT/TRANSPORT FEE:					
8	Non-Emergency Response	Increase Fee	$150.00	$155.00	$155.00	Charge Full Cost of These Services
8	Emergency Response	Increase Fee	$355.00	$385.00	$385.00	Charge Full Cost of These Services
8	**ALS TREATMENT FEE/NON-TRANSPORT:**	Increase Fee	$175.00	$180.00	$180.00	Charge Full Cost of These Services
8	**BLS TREAMENT FEE/NON-TRANSPORT:**	Increase Fee	$115.00	$128.00	$128.00	Charge Full Cost of These Services
	SPECIAL EVENT and STANDBY:					
8	ALS Unit	Increase Fee	$165.00	$182.00	$182.00	Charge Full Cost of These Services
8	Additional Staffing (Events requiring additional personnel)	Increase Fee	$40.00	$57.00	$57.00	Charge Full Cost of These Services
	SUPPLEMENTAL CHARGES:					
8	Trauma Fee	Increase Fee	$80.00	$89.00	$89.00	Charge Full Cost of These Services
8	Extrication Fee	Increase Fee	$100.00	$111.00	$111.00	Charge Full Cost of These Services
8	Transport Mileage - Minimum of one mile.	Increase Fee	$9.75	$11.00	$11.00	Charge Full Cost of These Services
8	**Special Handling**	Increase Fee	$75.00 + $40.00 hourly rate after 1st hour per additional crew member	$85.00 per hour per crew member	$85.00 per hour per crew member	Charge Full Cost of These Services
8	**Waiting Time with patient**	Increase Fee	$125.00 for 1st 1/4 hour, $60.00 per 1/4 hour thereafter	$143.00 for 1st 1/4 hour, $64.00 per 1/4 hour thereafter	$143.00 for 1st 1/4 hour, $64.00 per 1/4 hour thereafter	Charge Full Cost of These Services
8	**Stock Maps:**					
9	Large Format	Increase Fee	$25.00	$43.00	$43.00	Charge Full Cost of These Services
9	Up to 11" x 17"	Increase Fee	$5.00	$16.00	$16.00	Charge Full Cost of These Services
9	**Custom Maps:**	Decrease Fee	$35.00	$7.00	$7.00	Charge Full Cost of These Services
	Waterproof Paper:					
9	Large Format	Decrease Fee	$15.00	$7.00	$7.00	Charge Full Cost of These Services
9	Up to 18" x 24"	Decrease Fee	$10.00	$5.00	$5.00	Charge Full Cost of These Services
9	Up to 11" x 17"	Decrease Fee	$5.00	$2.00	$2.00	Charge Full Cost of These Services

(*) This fee is currently only in the lease agreements and not in the Schedule of Fees and Charges for Services.

Prepared by Alachua County Office of Management and Budget

Alachua County
FY11 – FY12
Schedule of Fees and Charges for Services

Office of Management and Budget

August 9, 2011

Consultant

KPMG LLC (KPMG) is engaged to conduct a comprehensive full cost analysis of the fees in the Alachua County Schedule of Fees & Charges for Services

Fee Study Schedule

- KPMG is reviewing portions of the Fee Schedule over a multi year period until the entire Schedule has been analyzed
  - FY10 (completed)
    - Fairgrounds
    - EMS

Study Schedule

- FY11 (underway)
  - Environmental Services
  - ITS
  - Fleet Management
  - Waste Management
  - Animal Services

Consultant's Process

- Conducted research and collected data to gain an understanding of the fees charged by the County
- Interviewed County staff to identify services provided
- Analyzed information provided by County departments
- Developed a cost analysis of user fee activities
- Included indirect costs from the County's cost allocation plan

Consultant's Study

- A comprehensive study
- The study summarizes historical full cost with historical fee revenue collected
- The analysis compares the unit cost to the revenue received from user fees charged by the County

Consultant's Principles Used

- Full costing principles used to perform a detailed cost study analysis including:
  - Salary & Fringe (Labor)
  - Operating Expenditures
  - Indirect Costs

Department Proposed Fees

- Public Works Department Proposed Fairgrounds Fees
  - Charge below cost for these services
- Fire Rescue Department Proposed EMS Fees
  - Charge full cost of these services

Important Dates

- August 9, 2011
  - Presentation and Acceptance of the Fairgrounds and EMS Fee Study
  - Acceptance of Staff Recommendations for Fees
- August 30, 2011
  - Presentation of the Proposed FY11-FY12 Schedule of Fees and Charges for Services
- September 13, 2011
  - Adoption of the Alachua County FY11-FY12 Schedule of Fees and Charges for Services

Alachua County
FY11 – FY12
Schedule of Fees and Charges for Services

Office of Management and Budget

August 9, 2011

KPMG

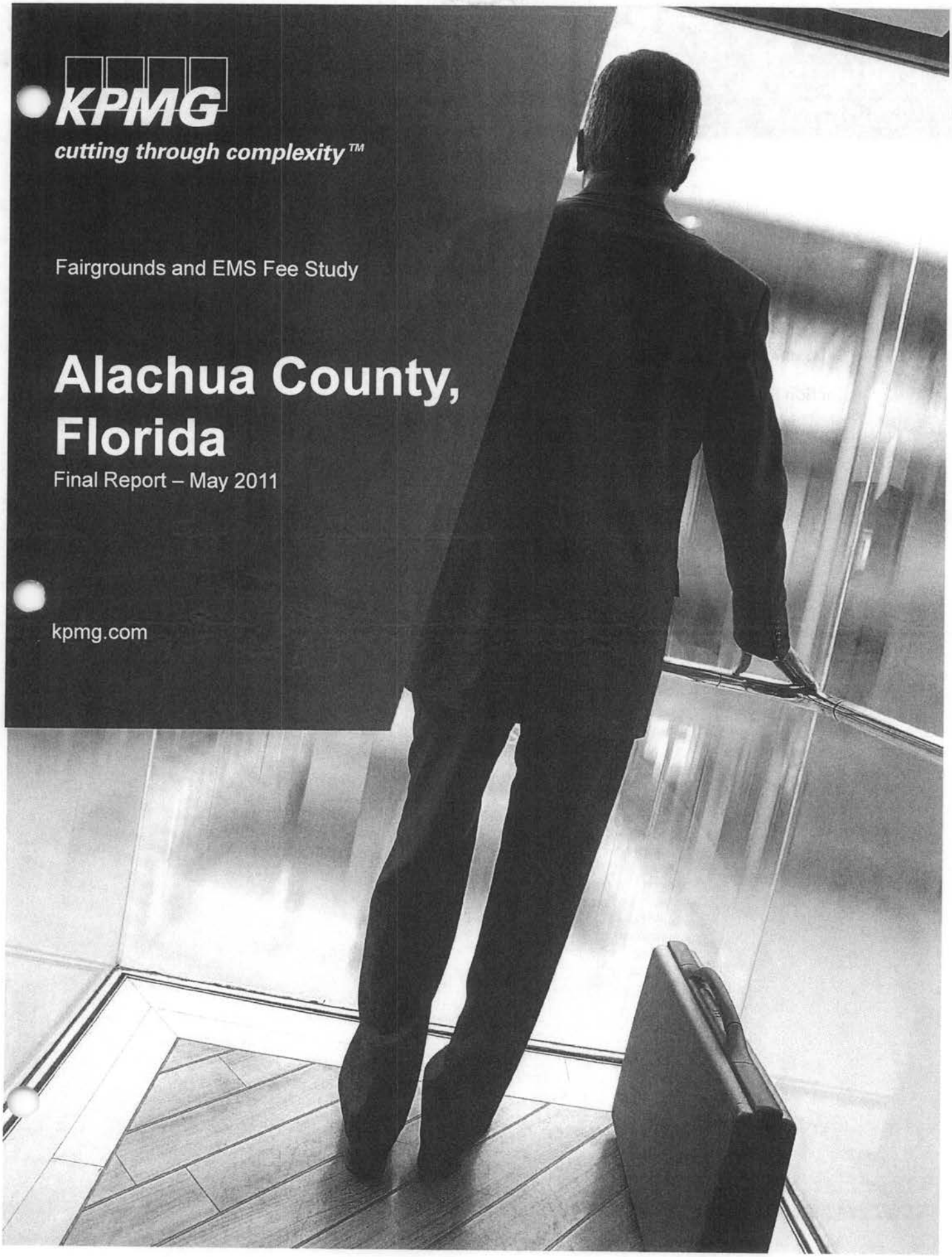
cutting through complexity™

Fairgrounds and EMS Fee Study

Alachua County, Florida

Final Report – May 2011

kpmg.com



Contents

	Page
Section 1: Project Overview	1
Section 2: Project Approach	3
Section 3: Fairgrounds	5
Section 4: Emergency Medical Services	7
Section 5: Conclusion	9
Appendices	
Fairgrounds Cost Analysis	
Emergency Medical Services Cost Analysis	

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Section 1 – Project Overview

Project Overview

KPMG LLP (KPMG) was engaged by Alachua County, Florida (the County) to conduct an analysis of County's Fairgrounds and Emergency Medical Services (EMS) Fees (user fees) for the fiscal year ended September 30, 2009. KPMG used the FY10 Fairgrounds expenditures, revenues and units in the analysis as the County did not believe the FY09 numbers were an accurate representation of yearly activity. At the time of the analysis, the County was able to provide only partial information for the Fairgrounds for FY09. Prior to May 2009, the Fairgrounds were managed by the Alachua County Fair Association.

To meet the engagement objectives, KPMG:

- Conducted research and collected data to gain an understanding of the Fairgrounds and EMS fees charged by the County.
- Interviewed County staff to identify services provided.
- Analyzed information provided by County departments.
- Developed a cost analysis of user fee activities.
- Included indirect costs from the County's cost allocation plan.

This study provides an analysis of the County's Fairgrounds and EMS fees. The study summarizes historical full cost with historical fee revenue collected. The analysis compared the unit cost to the revenue received from user fees charged by the County. This study will assist the County in making an informed decision on proceeding when updating the County's fee schedule. A user fee study analyzes the County's cost to provide a unit of service.

Governments have the ability to charge a fee to those who use a public service, or the government may opt to pay for services from its general revenue. Even when governments elect to use fees to cover expenditures, it is important to realize that many government's cost recovery methods are often based on incomplete data, comparison to other governments, or internal estimates for what would be a reasonable fee to charge the user. A user fee study documents historical costs of providing services. When there are changes in volume or how a government delivers those services, a user fee study provides insights into potential adjustments of the adopted fee schedule.

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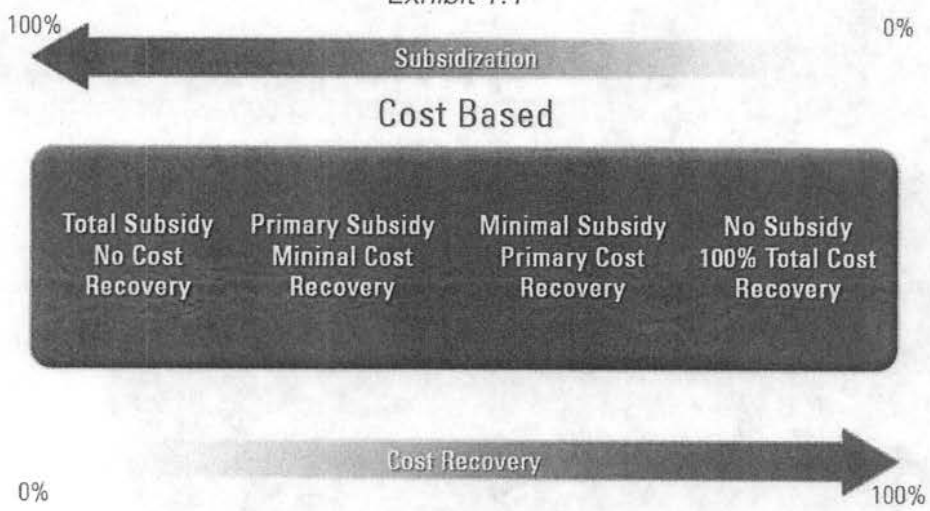
A fee study identifies the extent of a planned subsidy and planned incremental revenues from setting fees at full cost recovery. A user fee study analyzes staff effort and links costs for activities necessary to deliver a service regardless of the department or division that incurred the cost. With the information produced by a user fee study, the County has an objective analysis to make informed decisions on fee policies in a complex process.

Governments typically do not have a formalized cost recovery policy. By adopting a formal cost recovery strategy and having an understanding of the cost of providing a service, an agency should know if their current fees are adequately covering those costs. Exhibit 1.1 below shows the relationship between subsidization and cost recovery.

Exhibit 1.1



As shown above, cost recovery levels can vary from being completely subsidized by a government agency to having costs recovered through fees for services. The user fee study provides a comparison of the County's current adopted fee schedule and current level of cost recovery.

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Section 2 – Project Approach

Project Approach

The tasks described in this section outline KPMG's approach to meet the engagement objectives. Exhibit 2.1 shows the over-lapping phases of the engagement, KPMG conducted concurrent tasks.

Exhibit 2.1

Concurrent Tasks	
Indirect Costs	**Direct Costs**
Interviews with County personnel providing services (Central Services) to other County Departments	• Interviews with County personnel to gain an understanding of the services for which the County charges user fees
Data Collection related to Central Service Departments	• Data collection and analysis
Deliverables	
Indirect cost analysis based on assumptions made by County management for the fiscal years ended September 30, 2009.	• Written report that includes direct and indirect costs. Indirect costs were included from the Full Cost Allocation Plan.

Exhibit 2.2 illustrates full costing principles:

Exhibit 2.2

Full costing principles are used to:

- Compare the full cost to the revenue collected
- Gain an understanding of which departments may require additional analysis
- Assist in determining subsidization levels or policies.

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Full cost is not limited to direct departmental or divisional expenses, but also includes indirect and other "cross-over" costs incurred in providing services. A traditional accounting system captures the flow of financial information. A full cost analysis takes information from a traditional accounting system and allocates accounting information from departments and object codes to specific activities. A full cost analysis helps to enhance the traditional governmental accounting, budgeting, and reporting systems with information that the County can use to manage its operations.

To understand the full cost of the respective fee for service activities as well as the County's full cost to provide a single activity, a detailed cost study includes the following types of costs; as shown in Exhibit 2.3

Exhibit 2.3

For the Alachua County engagement, KPMG's high level analysis excludes cross-over costs as these costs are part of a detailed fee study.

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Section 3 – Fairgrounds

Fairgrounds

KPMG read and analyzed the Fairgrounds Fee Schedule provided by the County. The departmental fee schedule provided information related to the types of services the County is currently charging users of the respective services. The types of information provided included:

- Fee amount
- Fee basis
  - fixed fee is the same charge regardless of other factors, or
  - variable fee amount is not always the same and is dependent on other factors
- General description of the service provided.

Through data collection, research and interviews with County staff, the engagement team analyzed, at a high-level, the cost and fee structures for the departments. This analysis included comparing the costs (direct and indirect) to the fee-related revenue received by the departments.

Exhibit 3.1 summarizes the total cost to operate the Fairgrounds. These costs include direct cost as well as indirect costs. KPMG used the FY10 Fairgrounds expenditures, revenues and units in the analysis as the County did not believe the FY09 numbers were an accurate representation of yearly activity. At the time of the analysis, the County was able to provide only partial information for the Fairgrounds for FY09. Prior to May 2009, the Fairgrounds were managed by the Alachua County Fair Association.

Exhibit 3.1

Total Direct Cost (FY10)	Total Indirect (CAP) (FY09)	Parks and Rec (Salaries) (FY09)	Parks and Rec (Indirect) (FY09)	Full Cost
$ 44,090	$ 40,589	$ 49,022	$ 23,816	$ 157,517

Exhibit 3.2 summarizes the results of the cost revenue analysis as well as per unit cost analysis performed by the engagement team. The output was derived based on FY10 Fairgrounds Lease agreements provided by the County.

Exhibit 3.2

Annual Units of Service Analyzed (Days) (FY10)	Total Revenue per Service Analyzed (FY10)	Full Cost per Unit of Service Analyzed	Total Cost of Services Analyzed	Surplus (Deficit)
75	$ 25,900	$ 2,100	$ 157,517	$ (131,617)

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Exhibit 3.3 provides a breakdown of the per unit cost by fee activity. The split was calculated based on the current fee schedule provided by the County. The KPMG tem used the Building Only and the Grounds and Pole Barn per day fees to calculate the percentage split.

Exhibit 3.3

Fee	Percentage of Total Cost	Per Unit Cost	
Building Only	55%	$	1,151
Grounds and Pole Barn	45%	$	948
Total	100%	$	2,100

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Section 4 – Emergency Medical Services

Emergency Medical Services

KPMG read and analyzed the County's Emergency Medical Services (EMS) fee schedule provided by the County. The departmental fee schedule provided information related to the types of services the County is currently charging users of the respective services. The types of information provided included:

- fee amount
- fee basis
  - fixed fee is the same charge regardless of other factors, or
  - variable fee amount is not always the same and is dependent on other factors
- general description of the service provided.

Through data collection, research and interviews with County staff, the engagement team analyzed, at a high-level, the cost and fee structures for the departments. This analysis included comparing the costs (direct and indirect) to the fee-related revenue received by the departments.

Exhibit 4.1 summarizes the total cost to operate EMS. These costs include direct cost as well as indirect costs.

Exhibit 4.1

Total Direct Costs	Total Indirect Costs	Full Costs
$9,590,518	$3,011,901	$12,602,419

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Exhibit 4.2 summarizes the results of the EMS cost revenue analysis as well as per unit cost analysis performed by the engagement team. The output was derived based on information provided by the County.

Exhibit 4.2

Fee	Full Cost	Units	Percentage of Total Cost	Costs per Unit (rounded)	Current Fee per Unit (rounded)
Advanced Life Support (ALS): Transport I	$6,545,705	14,279	56.200%	$458	$450
ALS: Transport I	228,358	353	1.961%	647	605
Basic Life Support (BLS): Transport Fee	2,131,118	6,004	18.297%	355	355
Team/Equipment/Transport Fee: Non-Emergency Response	7,578	49	0.065%	155	150
Team/Equipment/Transport Fee: Emergency Response	15,268	40	0.131%	382	355
ALS: Treatment/Non-Transport	50,709	281	0.435%	180	175
BLS: Treatment/Non-Transport	6,130	48	0.053%	128	115
Special Event and Standby	192,806	1,058	1.655%	182	165
Special Event Additional Staff	50,709	883	0.435%	57	40
Supplemental Charges: Trauma Fee	1,783	20	0.015%	89	80
Supplemental Charges: Extrication Fee	4,569	41	0.039%	111	100
Supplemental Charges: Transport Mileage	1,622,522	146,869	13.931%	11	10
[1] Supplemental Charges: Special Handling	4,012	47	0.034%	85	115
Supplemental Charges: Waiting Time with Patient	10,142	71	0.087%	143	125
Wait Time After 1/4 Hour	7,578	119	0.065%	64	60
Sub-Total	**$10,878,989**		**93.405%**		
Non- Fee Related Costs	$768,103		6.595%		
Total	**$11,647,092**		**100.000%**		

[1] Note: $75 fee plus $40 variable fee after first hour per additional crew member.

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Exhibit 4.2 summarizes the results of the Maps cost revenue analysis as well as per unit cost analysis performed by the engagement team. The output was derived based on information provided by the County.

Exhibit 4.3

Fee	Full Cost	Units	Percentage of Total Cost	Costs per Unit (rounded)	Current Fee per Unit (rounded)
Stock Maps: Large Format	$869	20	0.091%	$43	$25
Stock Maps: 11x17	325	20	0.034%	16	5
Custom Maps	1,089	150	0.114%	7	35
Waterproof Paper: Large Format	67	10	0.007%	7	15
Waterproof Paper: 18x24	48	10	0.005%	5	10
Waterproof Paper: 11x17	19	10	0.002%	2	5
Sub-Total	**$2,417**		**0.253%**		
Non- Fee Related Costs	$952,910		99.747%		
Total	**$955,327**		**100.000%**		

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Section 5 – Conclusion

Conclusion

This study provides the County with potential alternatives to a number of objectives. These are:

- Potential to recover cost of providing services along with the potential to increase revenue,
- Add controls to conserve consumption of County resources,
- Opportunities to reduce subsidies, or
- Insights into staffing, productivity or service enhancements.

KPMG has been able to identify the County's Fairgrounds and the EMS costs compared to revenue collected. By including the total costs associated with fee-related services, the County will be able to make an informed decision on conducting a detailed fee study to assist the County in adopting a fee schedule that is based on full cost recovery.

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10

Appendix 1 – Fairgrounds Cost Analysis

Cost Allocation Planning & Performance System
Overview of the Plan

To identify indirect costs incurred in support of special revenue, enterprise, and general fund activities, Alachua County, has developed this central services cost allocation plan. The Cost Allocation and Performance System (the Plan) is based on financial and statistical data for the year ended September 30, 2009. The Plan was prepared in accordance with full costing concepts which recognize and incorporate expenditures of the County, with the exception of unallowable costs.

The Plan is divided into three separate sections.

Section 1 provides summary data which includes the following reports:

* Total Costs Report - This report identifies the operating costs of the County by indirect cost pool and reconciles to the County's source financial documents for the year ended FY 2009.

* Unallowable Costs Report - This report identifies the unallowable costs of the County by indirect cost pool and type of unallowable cost excluded.

* Allowable Costs Report - This report identifies the allowable costs of the County by indirect cost pool. Allowable costs are equal to total reported costs less unallowable costs.

* Reconciliation Report - This report summarizes the reconciliation to the County's source financial documents as well as listing cost adjustments.

* Stepdown Allocation Report - This report summarizes the indirect costs allocated to the direct cost objectives. The column entitled "Total" identifies the indirect costs allocated to the direct cost objectives. The rows which follow identify the indirect cost pool and the dollar amount of their allocation to the respective direct cost pool. The row entitled "Total Indirect Costs" identifies the dollar amount of indirect costs allocated to the direct cost objective. The row entitled "Total Costs" is calculated by including the roll-forward amount and adjustments as necessary.

Section 2 contains the Summary of Allocation Bases - This report identifies the allocation base, or the statistical data utilized to distribute costs associated with the indirect cost pools.

Section 3 provides cost allocation detail reports. The indirect costs are calculated using a double apportionment methodology. The detail by indirect cost pool is provided within this section and follows the stepdown allocation order. Narratives and explanations are included which identify the nature and extent of services provided by indirect cost pool. Apportionment Reports are provided that identify restated costs for the indirect cost pools and their apportionment to benefiting direct and indirect activities based on allocation statistics outlined in Sections 2.

Table of Contents

Summary Reports			
	Total Costs		1
	Allowable Costs		2
	Reconciliation		3
	Step Down Allocation		4
Allocation Bases			
			5
Detail Reports			
	Rentals and Leases		
	Cost Report		6
	Cost by Services	Direct Costs	7
	Utilities		
	Cost Report		8
	Cost by Services	Direct Costs	9
	Repair and Maintenance		
	Cost Report		10
	Cost by Services	Direct Costs	11
	F128 Indirect Cost (CAP)		
	Cost Report		12
	Cost by Services	Indirect Cost	13
	Parks and Rec		
	Cost Report		14
	Subpool Allocation		15

(Continued on next page.....)

Table of Contents

Parks and Rec (Continued)		
Cost by Services	Direct Costs	16
Consolidated report		17
Parks and Rec Indirect		
Cost Report		18
Subpool Allocation		19
Cost by Services	Indirect Cost	20
Consolidated report		21

Cost Allocation Planning & Performance System
Financial Statement Total Costs Report For the Period Ended FY 2009

Cost Pool	Total Cost
Rentals and Leases	810
Utilities	42,708
Repair and Maintenance	573
F128 Indirect Cost (CAP)	40,589
Parks and Rec	325,298
All Central Services	409,978

Cost Allocation Planning & Performance System
Financial Statement Allowable Costs Report For the Period Ended FY 2009

Description	Total Costs	Unallowable Costs	Allowable Costs
Rentals and Leases	810		810
Utilities	42,708		42,708
Repair and Maintenance	573		573
F128 Indirect Cost (CAP)	40,589		40,589
Parks and Rec	325,298		325,298
All Central Services	409,978	0.00	409,978

Cost Allocation Planning & Performance System
Financial Statement Reconciliation Report For the Period Ended FY 2009

Total Costs per Financial Statements			409,978
Add Allowable Costs Not Included in the Financial Statements			
Parks and Rec Indirect	158,033		
Subtotal		158,033	
Deduct Unallowable Costs Not Included in the Financial Statements			
Financial Statement Unallowable Cost			
Subtotal			
Total Adjustments			158,033
Total Allocated Costs			568,011

Cost Allocation Planning & Performance System
Step Down Allocation Report For the Period Ended FY 2009

Allocated Indirect Costs	Fairgrounds Fee	Direct Billed	Unallocated	Total	
Rentals and Leases	810			810	
Utilities	42,708			42,708	
Repair and Maintenance	573			573	
F128 Indirect Cost (CAP)	40,589			40,589	
Parks and Rec	49,022		276,276	325,298	
Parks and Rec Indirect	23,816		134,217	158,033	
Total Indirect Costs	157,518	0.00	410,493	568,010	
Roll-Forward Amount					
Net Costs	157,518		410,493	568,010	
Adjustments					
Claimable Costs	157,518		410,493	568,010	
Total Costs	157,518		410,493	568,010	1

Indirect Cost Rate

Cost Allocation Planning & Performance System
Summary of Allocation Bases For the Period Ended FY 2009

COST POOL	STATISTICAL ALLOCATION BASES
Rentals and Leases	
Direct Costs	Expenditures
Utilities	
Direct Costs	Expenditures
Repair and Maintenance	
Direct Costs	Expenditures
F128 Indirect Cost (CAP)	
Indirect Cost	Indirect Cost
Parks and Rec	
Direct Costs	Expenditures
Not Fee Related	Not Allocated
Parks and Rec Indirect	
Indirect Cost	Indirect Cost
Not Fee Related	Not Allocated

Cost Allocation Planning & Performance System
Rentals and Leases Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	810		810
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	810	0.00	810

Cost Allocation Planning & Performance System
Schedule 1.001
For the Period Ended FY 2009

Indirect Cost Pool: Rentals and Leases

Subpool Allocation: Direct Costs

Chart of Accounts	Department	Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
				Primary Allocation						
	Fairgrounds Fee	100.0000	100.000	810		810			810	810
	Total	100.0000	100.000	810	0.00	810	0.00	0.00	810	810

Source: Expenditure Report

Basis: Expenditures

Cost Allocation Planning & Performance System
Utilities Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	42,708		42,708
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	42,708	0.00	42,708

Cost Allocation Planning & Performance System
Schedule 2.001
For the Period Ended FY 2009

Indirect Cost Pool: Utilities

Subpool Allocation: Direct Costs

Chart of Accounts	Department	Primary Allocation: Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
	Fairgrounds Fee	100.0000	100.000	42,708		42,708			42,708	42,708
	Total	100.0000	100.000	42,708	0.00	42,708	0.00	0.00	42,708	42,708

Source: Expenditure Report

Basis: Expenditures

Cost Allocation Planning & Performance System
Repair and Maintenance Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	573		573
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	573	0.00	573

Cost Allocation Planning & Performance System
Schedule 3.001
For the Period Ended FY 2009

Indirect Cost Pool: Repair and Maintenance

Subpool Allocation: Direct Costs

Chart of Accounts	Department	Primary Allocation: Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
	Fairgrounds Fee	100.0000	100.000	573		573			573	573
	Total	100.0000	100.000	573	0.00	573	0.00	0.00	573	573

Source: Expenditure Report

Basis: Expenditures

Cost Allocation Planning & Performance System
F128 Indirect Cost (CAP) Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	40,589		40,589
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	40,589	0.00	40,589

Cost Allocation Planning & Performance System
Schedule 4.001
For the Period Ended FY 2009

Indirect Cost Pool: F128 Indirect Cost (CAP)

Subpool Allocation: Indirect Cost

Chart of Accounts	Department	Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
				Primary Allocation						
	Fairgrounds Fee	100.0000	100.000	40,589		40,589			40,589	40,589
	Total	100.0000	100.000	40,589	0.00	40,589	0.00	0.00	40,589	40,589

Source: Cost Allocation Plan

Basis: Indirect Cost

Cost Allocation Planning & Performance System
Parks and Rec Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	325,298		325,298
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	325,298	0.00	325,298

Cost Allocation Planning & Performance System
Subpool Allocation Report For the Period Ended FY 2009

Indirect Cost Pool: Parks and Rec

Description		Cost	Percent
Direct Costs		49,022	15.0700
Not Fee Related		276,276	84.9300
	Total	325,298	100.0000

Cost Allocation Planning & Performance System
Schedule 5.001
For the Period Ended FY 2009

Indirect Cost Pool: Parks and Rec

Subpool Allocation: Direct Costs

Chart of Accounts	Department	Primary Allocation: Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
	Fairgrounds Fee	100.0000	100.000	49,022		49,022			49,022	49,022
	Total	100.0000	100.000	49,022	0.00	49,022	0.00	0.00	49,022	49,022

Source: Expenditure Report

Basis: Expenditures

Cost Allocation Planning & Performance System
Schedule 5.002
For the Period Ended FY 2009

Indirect Cost Pool: Parks and Rec
Subpool Allocation: Consolidated

Department	Direct Costs	Not Fee Related	Total
Fairgrounds Fee	49,022		49,022
Sub Total Allocated	**49,022**	**0.00**	**49,022**
Sub Total Unallocated	**0.00**	**276,276**	**276,276**
Total	**49,022**	**276,276**	**325,298**

Cost Allocation Planning & Performance System
Parks and Rec Indirect Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	158,033		158,033
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	158,033	0.00	158,033

Cost Allocation Planning & Performance System
Subpool Allocation Report For the Period Ended FY 2009

Indirect Cost Pool: Parks and Rec Indirect

Description		Cost	Percent
Indirect Cost		23,816	15.0700
Not Fee Related		134,217	84.9300
	Total	158,033	100.0000

Cost Allocation Planning & Performance System
Schedule 6.001
For the Period Ended FY 2009

Indirect Cost Pool: Parks and Rec Indirect

Subpool Allocation: Indirect Cost

Chart of Accounts	Department	Primary Allocation: Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
	Fairgrounds Fee	100.0000	100.000	23,816		23,816			23,816	23,816
	Total	100.0000	100.000	23,816	0.00	23,816	0.00	0.00	23,816	23,816

Source: Cost Allocation Plan

Basis: Indirect Cost

Cost Allocation Planning & Performance System
Schedule 6.002
For the Period Ended FY 2009

Indirect Cost Pool: Parks and Rec Indirect
Subpool Allocation: Consolidated

Department	Indirect Cost	Not Fee Related	Total
Fairgrounds Fee	23,816		23,816
Sub Total Allocated	**23,816**	**0.00**	**23,816**
Sub Total Unallocated	**0.00**	**134,217**	**134,217**
Total	**23,816**	**134,217**	**158,033**

Appendix 2 – Emergency Medical Services Cost Analysis

Cost Allocation Planning & Performance System
Overview of the Plan

To identify costs incurred in support Emergency Medical Services (EMS) activities, Alachua County has developed this EMS services costing analysis. The Emergency Medical Services Plan (the Plan) is based on financial and statistical data for the year ended September 30, 2009. The Plan was prepared in accordance with full costing concepts which recognize and incorporate expenditures of the County, with the exception of unallowable costs.

The Plan is divided into three separate sections.

Section 1 provides summary data which includes the following reports:

* Total Costs Report - This report identifies the operating costs of the County by indirect cost pool and reconciles to the County's source financial documents for the year ended FY 2009.

* Unallowable Costs Report - This report identifies the unallowable costs of the County by indirect cost pool and type of unallowable cost excluded.

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Table of Contents

Summary Reports		
Total Costs		1
Allowable Costs		2
Reconciliation		3
Step Down Allocation		4
Allocation Bases		
		8
Detail Reports		
EMS INDIRECT COST		
Cost Report		10
Cost by Services	Salary and Frindge	11
Combined Communications Center		
Cost Report		12
Cost by Services	Redistributed Costs	13
Vehicle Replacement		
Cost Report		14
Cost by Services	Redistributed Costs	15
E911 (F126)		
Cost Report		16
Cost by Services	Indirect Cost- MAPS	17
PS ADMIN		
Cost Report		18
Cost by Services	Salary and Frindge	19

Table of Contents

RADIO MAINTENANCE		
Cost Report		20
Cost by Services	Direct Cost- EMS	21
FIRE CONTROL		
Cost Report		22
Cost by Services	Direct Cost- EMS	23
EMS		
Cost Report		24
Cost by Services	Direct Cost- EMS	25
EMS Utilities		
Cost Report		26
Cost by Services	Direct Cost- EMS	27
Station 10 Debt Services		
Cost Report		28
Cost by Services	Direct Cost- EMS	29
MAPS		
Cost Report		30
Cost by Services	Direct Cost- MAPS	31
Redistributed EMS		
Cost Report		32
Cost by Services	Redistributed Costs	33
Redistributed MAPS		
Cost Report		34
Cost by Services	Redistributed Costs	35

Cost Allocation Planning & Performance System
Financial Statement Total Costs Report For the Period Ended FY 2009

Cost Pool	Total Cost
PS ADMIN	295,998
RADIO MAINTENANCE	595
FIRE CONTROL	32,659
EMS	8,760,774
EMS Utilities	42,712
Station 10 Debt Services	128,141
MAPS	829,744
All Central Services	10,090,623

Cost Allocation Planning & Performance System
Financial Statement Allowable Costs Report For the Period Ended FY 2009

Description	Total Costs	Unallowable Costs	Allowable Costs
PS ADMIN	295,998		295,998
RADIO MAINTENANCE	595		595
FIRE CONTROL	32,659		32,659
EMS	8,760,774		8,760,774
EMS Utilities	42,712		42,712
Station 10 Debt Services	128,141		128,141
MAPS	829,744		829,744
All Central Services	10,090,623	0.00	10,090,623

Cost Allocation Planning & Performance System
Financial Statement Reconciliation Report For the Period Ended FY 2009

Total Costs per Financial Statements			10,090,623
Add Allowable Costs Not Included in the Financial Statements			
EMS INDIRECT COST	1,248,171		
Combined Communications Center	710,520		
Vehicle Replacement	502,242		
E911 (F126)	50,861		
Redistributed EMS	1		
Redistributed MAPS	1		
Subtotal		2,511,796	
Deduct Unallowable Costs Not Included in the Financial Statements			
Financial Statement Unallowable Cost			
Subtotal			
Total Adjustments			2,511,796
Total Allocated Costs			12,602,419

Cost Allocation Planning & Performance System
Step Down Allocation Report For the Period Ended FY 2009

Allocated Indirect Costs	ADV LIFE SUPPORT TRANSPORT I	ADV LIFE SUPPORT TRANSPORT II	BASIC LIFE SUPPORT TRAN FEE	TM/EQUPT/TRAN FEE: NON-EMY RES	TM/EQUPT/TRAN FEE: EMY RESPONS	ALS TREATMENT FEE/NON-TRANS	BLS TREATMENT FEE/NON-TRANS	SPECIAL EVENT and STANDBY
EMS INDIRECT COST								
Combined Communications Center	417,310	14,559	135,866	483	973	3,233	391	12,292
Vehicle Replacement								
E911 (F126)								
PS ADMIN								
RADIO MAINTENANCE								
FIRE CONTROL								
EMS								
EMS Utilities								
Station 10 Debt Services								
MAPS								
Redistributed EMS	6,128,395	213,799	1,995,253	7,095	14,295	47,476	5,739	180,514
Redistributed MAPS								
Total Indirect Costs	6,545,705	228,358	2,131,118	7,578	15,268	50,709	6,130	192,806
Roll-Forward Amount								
Net Costs	6,545,705	228,358	2,131,118	7,578	15,268	50,709	6,130	192,806
Adjustments								
Claimable Costs	6,545,705	228,358	2,131,118	7,578	15,268	50,709	6,130	192,806
Total Costs	6,545,705	228,358	2,131,118	7,578	15,268	50,709	6,130	192,806

Indirect Cost Rate

Cost Allocation Planning & Performance System
Step Down Allocation Report For the Period Ended FY 2009

Allocated Indirect Costs	SPECIAL EVENT Additional Staff	SUPM CHARGES:TRMA FEE	SUPM CHARGES: EXT FEE	SUPM CHARGES: TRSPT MLG	SUPM CHARGES: SPC HNDL	SUPM CHARGES: WT TM PATIENT	Wait Time After 1/4 Hour	STOCK MAPS: LG FORMAT
EMS INDIRECT COST								
Combined Communications Center	3,233	114	291	71,421	256	647	483	
Vehicle Replacement				502,242				
E911 (F126)								
PS ADMIN								
RADIO MAINTENANCE								
FIRE CONTROL								
EMS								
EMS Utilities								
Station 10 Debt Services								
MAPS								
Redistributed EMS	47,476	1,669	4,278	1,048,859	3,756	9,495	7,095	
Redistributed MAPS								869
Total Indirect Costs	50,709	1,783	4,569	1,622,522	4,012	10,142	7,578	869
Roll-Forward Amount								
Net Costs	50,709	1,783	4,569	1,622,522	4,012	10,142	7,578	869
Adjustments								
Claimable Costs	50,709	1,783	4,569	1,622,522	4,012	10,142	7,578	869
Total Costs	50,709	1,783	4,569	1,622,522	4,012	10,142	7,578	869

Indirect Cost Rate

Cost Allocation Planning & Performance System
Step Down Allocation Report For the Period Ended FY 2009

Allocated Indirect Costs	STOCK MAPS: 11x17	CUSTOM MAPS	WATERPROOF PAPER: LG FORMAT	WATERPROOF PAPER: 18x24	WATERPROOF PAPER: 11x17	NOT FEE RELATED
EMS INDIRECT COST						
Combined Communications Center						48,969
Vehicle Replacement						
E911 (F126)						
PS ADMIN						
RADIO MAINTENANCE						
FIRE CONTROL						
EMS						
EMS Utilities						
Station 10 Debt Services						
MAPS						
Redistributed EMS						719,134
Redistributed MAPS	325	1,089	67	48	19	952,910
Total Indirect Costs	325	1,089	67	48	19	1,721,013
Roll-Forward Amount						
Net Costs	325	1,089	67	48	19	1,721,013
Adjustments						
Claimable Costs	325	1,089	67	48	19	1,721,013
Total Costs	325	1,089	67	48	19	1,721,013

Indirect Cost Rate

Cost Allocation Planning & Performance System
Step Down Allocation Report For the Period Ended FY 2009

Allocated Indirect Costs	Direct Billed	Unallocated	Total	
EMS INDIRECT COST				
Combined Communications Center			710,520	
Vehicle Replacement			502,242	
E911 (F126)				
PS ADMIN				
RADIO MAINTENANCE				
FIRE CONTROL				
EMS				
EMS Utilities				
Station 10 Debt Services				
MAPS				
Redistributed EMS			10,434,330	
Redistributed MAPS			955,327	
Total Indirect Costs	0.00	0.00	12,602,419	
Roll-Forward Amount				
Net Costs			12,602,419	
Adjustments				
Claimable Costs			12,602,419	
Total Costs			12,602,419	0.00

Indirect Cost Rate

Cost Allocation Planning & Performance System
Summary of Allocation Bases For the Period Ended FY 2009

COST POOL	STATISTICAL ALLOCATION BASES
EMS INDIRECT COST	
Salary and Frindge	Salary and Fringe Benefits per Division
Combined Communications Center	
Redistributed Costs	Salary and Expense Analysis
Vehicle Replacement	
Redistributed Costs	Salary and Expense Analysis
E911 (F126)	
Indirect Cost- MAPS	Direct Assignment to Redistributed MAPS
PS ADMIN	
Salary and Frindge	Salary and Fringe Benefits per Division
RADIO MAINTENANCE	
Direct Cost- EMS	Direct Assignment to Redistributed EMS
FIRE CONTROL	
Direct Cost- EMS	Direct Assignment to Redistributed EMS
EMS	
Direct Cost- EMS	Direct Assignment to Redistributed EMS

Cost Allocation Planning & Performance System
Summary of Allocation Bases For the Period Ended FY 2009

COST POOL	STATISTICAL ALLOCATION BASES
EMS Utilities	
Direct Cost- EMS	Direct Assignment to Redistributed EMS
Station 10 Debt Services	
Direct Cost- EMS	Direct Assignment to Redistributed EMS
MAPS	
Direct Cost- MAPS	Direct Assignment to Redistributed MAPS
Redistributed EMS	
Redistributed Costs	Salary and Expense Analysis
Redistributed MAPS	
Redistributed Costs	Salary and Expense Analysis

Cost Allocation Planning & Performance System
EMS INDIRECT COST Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	1,248,171		1,248,171
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	1,248,171	0.00	1,248,171

Cost Allocation Planning & Performance System
Schedule 1.001
For the Period Ended FY 2009

Indirect Cost Pool: EMS INDIRECT COST

Subpool Allocation: Salary and Frindge

Chart of Accounts	Department	Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
				Primary Allocation						
Redistributed	Redistributed EMS	7,092,657.0000	95.161	1,187,773		1,187,773		1,187,773		1,187,773
Redistributed	Redistributed MAPS	360,657.0000	4.839	60,398		60,398		60,398		60,398
Total		7,453,314.0000	100.000	1,248,171	0.00	1,248,171	0.00	1,248,171	0.00	1,248,171

Source: Not Allocated

Basis: Salary and Fringe Benefits per Division

Cost Allocation Planning & Performance System
Combined Communications Center Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	710,520		710,520
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	710,520	0.00	710,520

Cost Allocation Planning & Performance System
Schedule 2.001
For the Period Ended FY 2009

Indirect Cost Pool: Combined Communications Center

Subpool Allocation: Redistributed Costs

Chart of Accounts	Department	Primary Allocation: Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
ALS I	ADV LIFE SUPPORT TRANSPORT I	58,733.0000	58.733	417,310		417,310			417,310	417,310
ALS II	ADV LIFE SUPPORT TRANSPORT II	2,049.0000	2.049	14,559		14,559			14,559	14,559
BLS	BASIC LIFE SUPPORT TRAN FEE	19,122.0000	19.122	135,866		135,866			135,866	135,866
NER	TM/EQUPT/TRAN FEE: NON-EMY RES	68.0000	0.068	483		483			483	483
ER	TM/EQUPT/TRAN FEE: EMY RESPONS	137.0000	0.137	973		973			973	973
ALS-NON-TRAN	ALS TREATMENT FEE/NON-TRANS	455.0000	0.455	3,233		3,233			3,233	3,233
BLS-NON-TRAN	BLS TREATMENT FEE/NON-TRANS	55.0000	0.055	391		391			391	391
SE&S	SPECIAL EVENT and STANDBY	1,730.0000	1.730	12,292		12,292			12,292	12,292
SE-AS	SPECIAL EVENT Additional Staff	455.0000	0.455	3,233		3,233			3,233	3,233
STF	SUPM CHARGES:TRMA FEE	16.0000	0.016	114		114			114	114
SEF	SUPM CHARGES: EXT FEE	41.0000	0.041	291		291			291	291
STM	SUPM CHARGES: TRSPT MLG	10,052.0000	10.052	71,421		71,421			71,421	71,421
SSP	SUPM CHARGES: SPC HNDL	36.0000	0.036	256		256			256	256
SWT	SUPM CHARGES: WT TM PATIENT	91.0000	0.091	647		647			647	647
WT	Wait Time After 1/4 Hour	68.0000	0.068	483		483			483	483
NFR	NOT FEE RELATED	6,892.0000	6.892	48,969		48,969			48,969	48,969
	Total	100,000.0000	100.000	710,520	0.00	710,520	0.00	0.00	710,520	710,520

Source: Provided by Client

Basis: Salary and Expense Analysis

Cost Allocation Planning & Performance System
Vehicle Replacement Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	502,242		502,242
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	502,242	0.00	502,242

Cost Allocation Planning & Performance System
Schedule 3.001
For the Period Ended FY 2009

Indirect Cost Pool: Vehicle Replacement

Subpool Allocation: Redistributed Costs

Chart of Accounts	Department	Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
				Primary Allocation						
STM	SUPM CHARGES: TRSPT MLG	100.0000	100.000	502,242		502,242			502,242	502,242
	Total	100.0000	100.000	502,242	0.00	502,242	0.00	0.00	502,242	502,242

Source: Provided by Client

Basis: Salary and Expense Analysis

Cost Allocation Planning & Performance System
E911 (F126) Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	50,861		50,861
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	50,861	0.00	50,861

Cost Allocation Planning & Performance System
Schedule 4.001
For the Period Ended FY 2009

Indirect Cost Pool: E911 (F126)

Subpool Allocation: Indirect Cost- MAPS

Chart of Accounts	Department	Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
				Primary Allocation						
Redistributed	Redistributed MAPS	100.0000	100.000	50,861		50,861		50,861		50,861
	Total	100.0000	100.000	50,861	0.00	50,861	0.00	50,861	0.00	50,861

Source: Discussion with County Staff

Basis: Direct Assignment to Redistributed MAPS

Cost Allocation Planning & Performance System
PS ADMIN Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	295,998		295,998
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	295,998	0.00	295,998

Cost Allocation Planning & Performance System
Schedule 5.001
For the Period Ended FY 2009

Indirect Cost Pool: PS ADMIN

Subpool Allocation: Salary and Frindge

Chart of Accounts	Department	Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
				Primary Allocation						
Redistributed	Redistributed EMS	7,092,657.0000	95.161	281,675		281,675		281,675		281,675
Redistributed	Redistributed MAPS	360,657.0000	4.839	14,323		14,323		14,323		14,323
	Total	7,453,314.0000	100.000	295,998	0.00	295,998	0.00	295,998	0.00	295,998

Source: Not Allocated

Basis: Salary and Fringe Benefits per Division

Cost Allocation Planning & Performance System
RADIO MAINTENANCE Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	595		595
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	595	0.00	595

Cost Allocation Planning & Performance System
Schedule 6.001
For the Period Ended FY 2009

Indirect Cost Pool: RADIO MAINTENANCE

Subpool Allocation: Direct Cost- EMS

Chart of Accounts	Department	Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
				Primary Allocation						
Redistributed	Redistributed EMS	100.0000	100.000	595		595		595		595
Total		100.0000	100.000	595	0.00	595	0.00	595	0.00	595

Source: Discussion with County Staff

Basis: Direct Assignment to Redistributed EMS

Cost Allocation Planning & Performance System
FIRE CONTROL Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	32,659		32,659
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	32,659	0.00	32,659

Cost Allocation Planning & Performance System
Schedule 7.001
For the Period Ended FY 2009

Indirect Cost Pool: FIRE CONTROL

Subpool Allocation: Direct Cost- EMS

Chart of Accounts	Department	Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
				Primary Allocation						
Redistributed	Redistributed EMS	100.0000	100.000	32,659		32,659		32,659		32,659
	Total	100.0000	100.000	32,659	0.00	32,659	0.00	32,659	0.00	32,659

Source: Discussion with County Staff

Basis: Direct Assignment to Redistributed EMS

Cost Allocation Planning & Performance System
EMS Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	8,760,774		8,760,774
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	8,760,774	0.00	8,760,774

Cost Allocation Planning & Performance System
Schedule 8.001
For the Period Ended FY 2009

Indirect Cost Pool: EMS

Subpool Allocation: Direct Cost- EMS

Chart of Accounts	Department	Primary Allocation: Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
Redistributed	Redistributed EMS	100.0000	100.000	8,760,774		8,760,774		8,760,774		8,760,774
	Total	100.0000	100.000	8,760,774	0.00	8,760,774	0.00	8,760,774	0.00	8,760,774

Source: Discussion with County Staff

Basis: Direct Assignment to Redistributed EMS

Cost Allocation Planning & Performance System
EMS Utilities Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	42,712		42,712
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	42,712	0.00	42,712

Cost Allocation Planning & Performance System
Schedule 9.001
For the Period Ended FY 2009

Indirect Cost Pool: EMS Utilities

Subpool Allocation: Direct Cost- EMS

Chart of Accounts	Department	Primary Allocation: Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
Redistributed	Redistributed EMS	100.0000	100.000	42,712		42,712		42,712		42,712
Total		100.0000	100.000	42,712	0.00	42,712	0.00	42,712	0.00	42,712

Source: Discussion with County Staff

Basis: Direct Assignment to Redistributed EMS

Cost Allocation Planning & Performance System
Station 10 Debt Services Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	128,141		128,141
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	128,141	0.00	128,141

Cost Allocation Planning & Performance System
Schedule 10.001
For the Period Ended FY 2009

Indirect Cost Pool: Station 10 Debt Services

Subpool Allocation: Direct Cost- EMS

Chart of Accounts	Department	Primary Allocation: Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
Redistributed	Redistributed EMS	100.0000	100.000	128,141		128,141		128,141		128,141
	Total	100.0000	100.000	128,141	0.00	128,141	0.00	128,141	0.00	128,141

Source: Discussion with County Staff

Basis: Direct Assignment to Redistributed EMS

Cost Allocation Planning & Performance System
MAPS Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	829,744		829,744
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
Sub Total Cross Allocations	0.00	0.00	0.00
Total Allocated Costs	829,744	0.00	829,744

Cost Allocation Planning & Performance System
Schedule 11.001
For the Period Ended FY 2009

Indirect Cost Pool: MAPS

Subpool Allocation: Direct Cost- MAPS

Chart of Accounts	Department	Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
				Primary Allocation						
Redistributed	Redistributed MAPS	100.0000	100.000	829,744		829,744		829,744		829,744
Total		100.0000	100.000	829,744	0.00	829,744	0.00	829,744	0.00	829,744

Source: Discussion with County Staff

Basis: Direct Assignment to Redistributed MAPS

Cost Allocation Planning & Performance System
Redistributed EMS Cost Pool
Cost Report For the Period Ended FY 2009

	Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs		1		1
	Less Deductions			

	Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
	EMS INDIRECT COST	1,187,773		1,187,773
	PS ADMIN	281,675		281,675
	RADIO MAINTENANCE	595		595
	FIRE CONTROL	32,659		32,659
	EMS	8,760,774		8,760,774
	EMS Utilities	42,712		42,712
	Station 10 Debt Services	128,141		128,141
	Sub Total Cross Allocations	10,434,329	0.00	10,434,329
	Total Allocated Costs	10,434,330	0.00	10,434,330

Cost Allocation Planning & Performance System
Schedule 12.001
For the Period Ended FY 2009

Indirect Cost Pool: Redistributed EMS

Subpool Allocation: Redistributed Costs

Chart of Accounts	Department	Primary Allocation: Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
ALS I	ADV LIFE SUPPORT TRANSPORT I	58,733.0000	58.733	6,128,395		6,128,395			6,128,395	6,128,395
ALS II	ADV LIFE SUPPORT TRANSPORT II	2,049.0000	2.049	213,799		213,799			213,799	213,799
BLS	BASIC LIFE SUPPORT TRAN FEE	19,122.0000	19.122	1,995,253		1,995,253			1,995,253	1,995,253
NER	TM/EQUPT/TRAN FEE: NON-EMY RES	68.0000	0.068	7,095		7,095			7,095	7,095
ER	TM/EQUPT/TRAN FEE: EMY RESPONS	137.0000	0.137	14,295		14,295			14,295	14,295
ALS-NON-TRAN	ALS TREATMENT FEE/NON-TRANS	455.0000	0.455	47,476		47,476			47,476	47,476
BLS-NON-TRAN	BLS TREATMENT FEE/NON-TRANS	55.0000	0.055	5,739		5,739			5,739	5,739
SE&S	SPECIAL EVENT and STANDBY	1,730.0000	1.730	180,514		180,514			180,514	180,514
SE-AS	SPECIAL EVENT Additional Staff	455.0000	0.455	47,476		47,476			47,476	47,476
STF	SUPM CHARGES:TRMA FEE	16.0000	0.016	1,669		1,669			1,669	1,669
SEF	SUPM CHARGES: EXT FEE	41.0000	0.041	4,278		4,278			4,278	4,278
STM	SUPM CHARGES: TRSPT MLG	10,052.0000	10.052	1,048,859		1,048,859			1,048,859	1,048,859
SSP	SUPM CHARGES: SPC HNDL	36.0000	0.036	3,756		3,756			3,756	3,756
SWT	SUPM CHARGES: WT TM PATIENT	91.0000	0.091	9,495		9,495			9,495	9,495
WT	Wait Time After 1/4 Hour	68.0000	0.068	7,095		7,095			7,095	7,095
NFR	NOT FEE RELATED	6,892.0000	6.892	719,134		719,134			719,134	719,134
	Total	100,000.0000	100.000	10,434,330	0.00	10,434,330	0.00	0.00	10,434,330	10,434,330

Source: Provided by Client

Basis: Salary and Expense Analysis

Cost Allocation Planning & Performance System
Redistributed MAPS Cost Pool
Cost Report For the Period Ended FY 2009

Accumulation of Costs	First Apportionment	Second Apportionment	Total Cost Pool
Total Restated Costs	1		1
Less Deductions			

Indirect Cost Pool	First Apportionment	Second Apportionment	Total Cost Pool
EMS INDIRECT COST	60,398		60,398
E911 (F126)	50,861		50,861
PS ADMIN	14,323		14,323
MAPS	829,744		829,744
Sub Total Cross Allocations	955,326	0.00	955,326
Total Allocated Costs	955,327	0.00	955,327

Cost Allocation Planning & Performance System
Schedule 13.001
For the Period Ended FY 2009

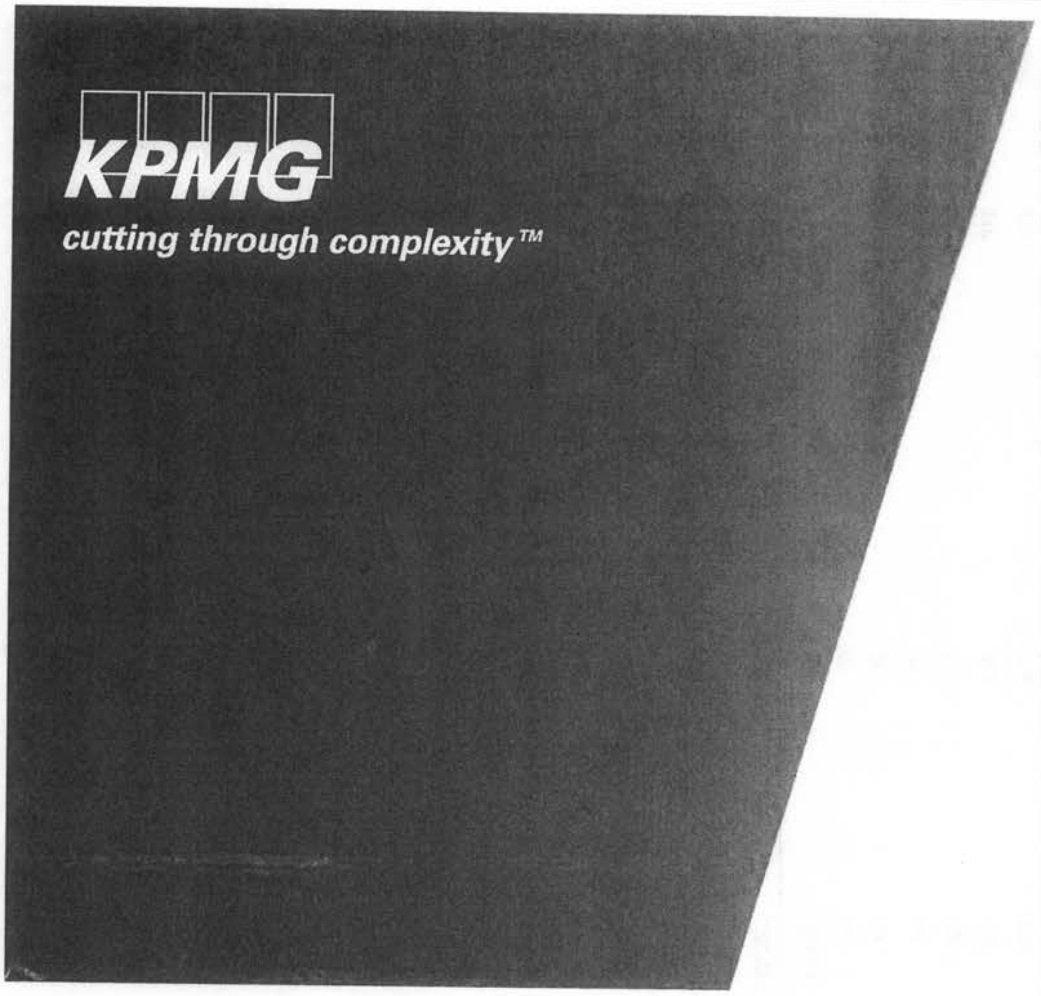
Indirect Cost Pool: Redistributed MAPS

Subpool Allocation: Redistributed Costs

Chart of Accounts	Department	Primary Allocation: Allocation Units	Percent	Primary Allocation	Direct Billings	First Allocation	Secondary Allocation	Service Total	Non-Service Total	Total Allocation
SM-LF	STOCK MAPS: LG FORMAT	910.0000	0.091	869		869			869	869
SM-11x17	STOCK MAPS: 11x17	340.0000	0.034	325		325			325	325
CM	CUSTOM MAPS	1,140.0000	0.114	1,089		1,089			1,089	1,089
WP-LF	WATERPROOF PAPER: LG FORMAT	70.0000	0.007	67		67			67	67
WP-18x24	WATERPROOF PAPER: 18x24	50.0000	0.005	48		48			48	48
WP-11x17	WATERPROOF PAPER: 11x17	20.0000	0.002	19		19			19	19
NFR	NOT FEE RELATED	997,470.0000	99.747	952,910		952,910			952,910	952,910
Total		1,000,000.0000	100.000	955,327	0.00	955,327	0.00	0.00	955,327	955,327

Source: Provided by Client

Basis: Salary and Expense Analysis



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August 9, 2011 Regular BoCC Meeting
Agenda Item #21

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 United Land Development Code 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, PowerPoint

Documents Requiring Action
None

Executive Summary
County staff is currently working on new and revised language to update the Unified Land Development Code (ULDC). The recently adopted EAR-based Comprehensive Plan Amendments necessitated some of these changes. In addition, staff is proposing clarifications and updates to existing code requirements. This is the first public workshop on Chapters 400-404 of the Code. Chapters 405-410 will be discussed at 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: ULDC_Chapter401_Development_Review_Bodies_20110809.pdf
Attachment: Highlights_of_ULDC_Changes.pdf
Attachment: ULDC_Chapter402_Development_Application_Review_Procedures_20110809.pdf
Attachment: ULDC_Update_8_9_11_Presentation.pdf
Attachment: ULDC_Chapter400_General_Provisions_20110809.pdf
Attachment: ULDC_Chapter403_Zoning_Districts_20110809.pdf
Attachment: ULDC_Chapter404_Use_Regulations_20110809.pdf

#Z80

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 (b) Growth Management Department

Amended #15 to allow administrative review for change of use to a permitted and some limited uses within a zoning category.

Explanation: This clarifies what must go to admin review versus a full DRC review.

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Page 408-19

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.

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 402.12.1 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.

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

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

Article 6 Time Limitations for Development Orders

Page 402-18, 19

Section 402.20(e) Permit Extensions Granted by Act of Legislature

Included most recent legislative changes into this section

Article 7 Comprehensive Plan Amendments

Page 402-22

Section 402.26 Processing of Applications

Clarified references to statutes based on new legislation.

Page 402-23

Section 402.28 Large-scale Amendments

Changed "advertized in a newspaper" to "will provide notice" based on changes in statutory requirements

Page 402-24

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 402-31

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.

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Article 14 Rezoning, Planned Development District

Page 402-44

Section 402.86 Implementation of Zoning Master Plan

Minor clarifications to language – no change to requirements or practice

Page 402-45

Section 402.89 Revision of Planned Development District

Clarified that section referred to PD and not Zoning Master Plan

Article 15 Activity Centers

Page 402-48

Section 402.93 Activity Center Master Plans

Clarified language because Activity Center Master Plans are not always required

Article 17 Special Exceptions

Page 402-61

Section 402.110 Public Notice Requirements

Reworded for clarity

Page 402-62

Section 402.115 Minor and Major Amendments to Existing Special Exceptions

Moved wording on minor amendments – no change

Page 402-63

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 402-66

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Section 402.126 Minor and Major Amendments to Existing Special Use Permits

Clarified language – no change in practice or requirements

Added Section 402.126.5 Voluntary Termination (of Special Use Permit)

Article 19 Traditional Neighborhood and Transit Oriented Development Applications

Page 402-68

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 – 402-71

Deleted entire Article 20

Explanation: Urban services line was deleted from the Future Land Use Map with the recent EAR-based Comprehensive Plan update.

Article 24 Temporary Placement Permits

Page 402-81

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 403-5

Table 403.04.1 Lot Requirements for Agriculture Districts

Deleted lot depth requirements

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

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

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

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

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

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 404-21

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.

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

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.

Page 404-58

Section 404.63 Standards for Rural Home-Based Business

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.

Deleted size requirements for accessory buildings. Not necessary with other regulations on noise and impact.

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 404.66 Marina

Moved the marina standards under Resource-Based Recreation in Article 28 (§404.110)

Page 404-62,63

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

Section 404.66.5 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.

Article 15 Food and Beverage

Page 404-66, 67

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.

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 17 Retail Sales and Service

Page 404-73

Section 407.75.5 Large-Scale Retail

Deleted requirement for large-scale retail to be part of an Activity Center Master Plan. Activity Center Master Plan requirements were deleted in general.

Article 19 Vehicle Sales and Service

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

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

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

Highlights of Changes in Chapter 400 – 404 of the Unified Land Development Code

(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 404-104,105

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.

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 §407.141 of this ULDC.

(c) In all zoning districts, the Minimum Design and Construction Standards for Pedestrian Networks outlined in §407.142 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 Chapter 410.

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.

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 Chapter 408.

(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.

28c

Chapter 401 Development Review Bodies

Contents

Article 1 General Provisions 401-1
Article 2 Board of County Commissioners 401-2
Article 3 Planning Commission 401-4
Article 4 Board of Adjustment 401-8
Article 5 Development Review Committee 401-13
Article 6 Development Review Departments 401-15

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.

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 Article 23 of Chapter 402 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 designee~~Department~~ 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 §402.44 Thresholds for Development Review;
2. final development plans;
3. minor development plans;
~~3.~~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);

~~7.~~10. variance to Flood Hazard Protection Standards of Chapter 406, §406.57(p);

~~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 §403.16(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 401.17(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 that do not involve overnight camping;
10. sign permit;
11. temporary placement permit;
12. tree removal permit;
~~12.~~13. certain personal wireless service facilities meeting the administrative development approval criteria in Article 12 of Chapter 404 of this ULDC, ~~and~~
~~13.~~14. 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.~~15. administrative development plan review for~~of~~ a change of use to~~deemed~~ a permitted or limited~~similar~~ use, except where DRC approval is required in Chapter 404, ~~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 alter~~affect~~ other required elements of a~~an approved final~~ development plan; and~~.~~
~~15.~~16. 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.

(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. ~~7.~~ Dewatering activities with proposed offsite discharge.

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Chapter 402 Development Application Review Procedures

Contents

Article 1 Applicability and General Provisions 402-1
Article 2 Common Development Application Elements 402-4
Article 3 Preliminary Procedures for All Applications 402-8
Article 4 Notice of Hearings 402-10
Article 5 Neighborhood Workshops 402-16
Article 6 Time Limitations for Development Orders 402-18
Article 7 Comprehensive Plan Amendment 402-22
Article 8 Unified Land Development Code Text Amendments 402-26
Article 9 Development Agreement 402-28
Article 10 Development Plan Review 402-29
Article 11 Interpretation of Regulations 402-35
Article 12 Platting 402-36
Article 13 Rezoning 402-41
Article 14 Rezoning, Planned Development District 402-44
Article 15 Activity Centers 402-48
Article 16 Special Area Plans 402-56
Article 17 Special Exceptions 402-60
Article 18 Special Use Permits 402-64
Article 19 Traditional Neighborhood and Transit Oriented Development Applications 402-68
Article 20 RESERVED~~Article 20 ..... Development inside the Urban Cluster but outside the Urban Services Line~~ 402-71
Article 21 Water or Sewer Extension outside the Urban Cluster Line 402-73
Article 22 Building Permits 402-75
Article 23 Family Homestead Exceptions 402-76
Article 24 Temporary Placement Permits 402-80
Article 25 Temporary Use Permits 402-83
Article 26 Variances 402-87
Article 27 Vested Rights 402-90
Article 28 Appeal Procedures 402-98
Article 29 Transfer of Development Rights Program 402-103

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.

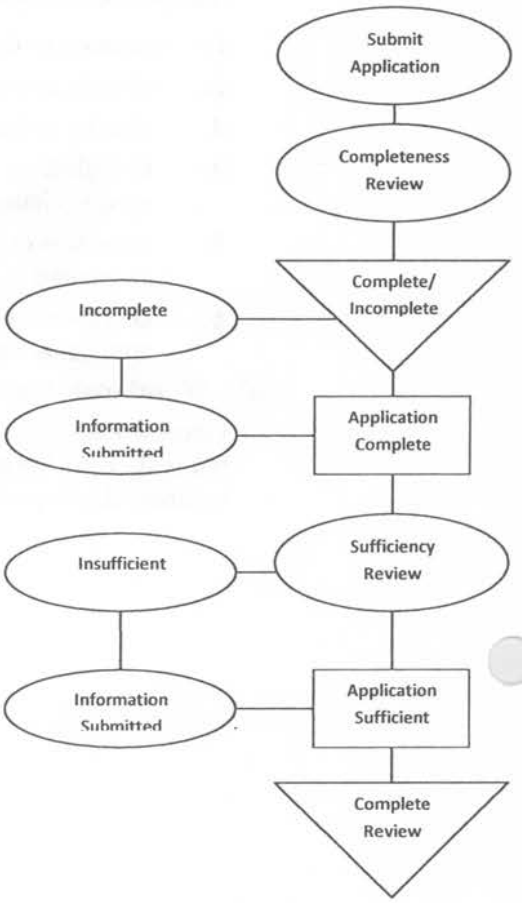
(b) Withdrawn Applications

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.

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	

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.

(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.

~~2.~~(b) Content and Form of Notice

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 or~~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.

(e) Permit Extensions Granted by Act of Legislature

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.

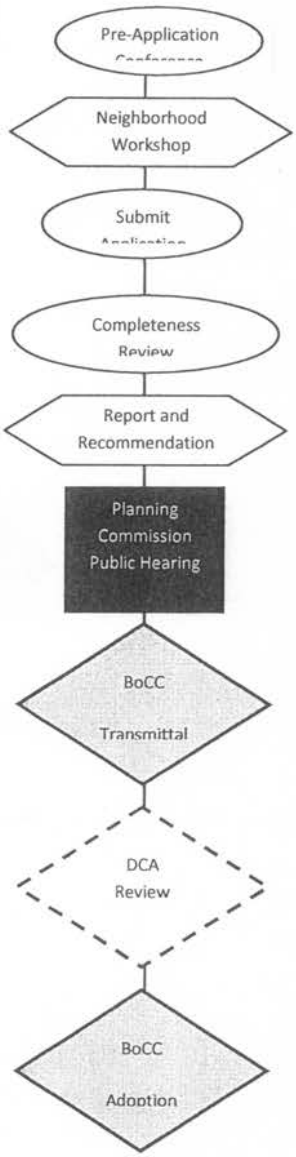
2. For purposes of this subsection, the following terms are defined:
   a. *"Building Permit"* means any permit issued by the building official, as provided for in the current edition of the Florida Building Code as adopted by Florida Law, authorizing performance of construction or alteration of a building or structure. In addition, the term includes any 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.
9. In accordance with Section 73 of Chapter 2011-139 (House Bill 7207), any permit or any other authorization that was extended under Section 14 of Chapter 2009-96, Laws of Florida (Senate Bill 360), as reauthorized by Section 47 of Chapter 2010-147, Laws of Florida (Senate Bill 1752), is extended and renewed for an additional period of 2 years after its previously scheduled expiration date. This extension is in addition to the 2-year permit extension provided under Section 14 of Chapter 2009-96, Laws of Florida, as reauthorized by Section 47 of Chapter 2010-147, Laws of Florida. This section does not prohibit conversion from the construction phase to the operation phase upon completion of construction. Permits that were extended by a total of 4 years pursuant to Section 14 of Chapter 2009-96, Laws of Florida, as reauthorized by Section 47 of Chapter 2010-147, Laws of Florida, and by Section 46 of Chapter 2010-147, Laws of Florida, cannot be further extended under this provision. 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, 2011, identifying the specific authorization for which the

holder intends to use the extension and the anticipated timeframe for acting on the authorization.

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 402.12.1 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 Scale~~small 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.

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:

~~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

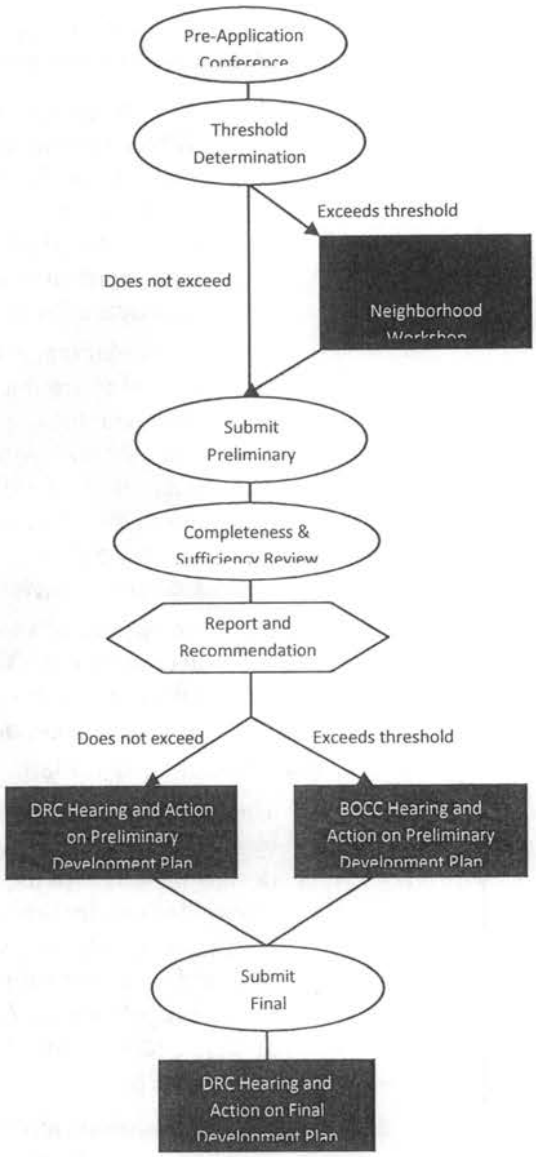
This Article shall apply to all development, development activity or other use requiring development plan review within the unincorporated area of Alachua County. No development shall be undertaken without prior approval and issuance of a final development order.

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, 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, 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.

(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

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), Transit Oriented Development (TOD), or an affordable housing development consistent with the time frames established in the phasing schedule of the approved PD, TND, TOD, 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.~~3. ~~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.~~4. ~~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 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.~~5. ~~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.~~6. ~~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.~~7. ~~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.~~8. ~~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.~~9. ~~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.~~10. ~~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 13, 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 §403.17 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

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.

~~(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:

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.

~~(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~~7~~ 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

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 402, 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)~~(d)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)~~(e) 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)~~(f) 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)~~(g) 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(d), 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.

~~(i)~~(h) 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)~~(i) 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.

~~(i)~~(j) 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.

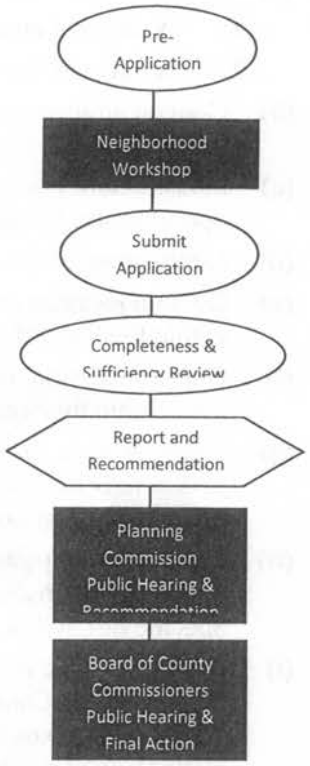
402.103 Adoption of Special Area Plans

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 a~~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

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. Noncompliance with the conditions of a Special Exception or other provisions of this ULDC shall be governed by Article 2, Penalties and Remedies, of Chapter 409.

(a) Initiated by Property Owner

Where a property owner requests 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

Where the Board of County Commissioners chooses to initiate a termination of a Special Exception, 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 property 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. If the property owner provides justification for not terminating the Special Exception, the Department shall cease processing the termination. Where a property owner provides no response or notification of acceptance of the termination, the Department shall provide published notice in accordance with Section 402.15 of this ULDC and schedule the item for public hearing. The Board of County Commissioners may either approve or deny the request for termination.

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) ~~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.~~.~~

~~2. Major Amendments~~

~~(d)~~(c) 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.~~.~~

402.126.5 Voluntary Termination

A property owner or the Board of County Commissioners may initiate the following process to terminate a Special Use Permit. Noncompliance with the conditions of a Special Use Permit or other provisions of this ULDC shall be governed by Article 2, Penalties and Remedies, of Chapter 409.

(a) Initiated by Property Owner

Where a property owner requests that the Board of County Commissioners terminate a Special Use Permit 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

Where the Board of County Commissioners chooses to initiate a termination of a Special Use Permit, 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 property 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 Use Permit. If the property owner provides justification for not terminating the Special Use Permit, the Department shall cease processing the termination. Where a property owner provides no response or notification of acceptance of the termination, the Department shall provide published notice in accordance with Section 402.15 of this ULDC and schedule the item for public hearing. The Board of County Commissioners may either approve or deny the request for termination.

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:

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;
~~4.~~6. The maintenance entity for all proposed roads within the TND/TOD shall be identified.

(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, and recycling, 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. ~~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. ~~5.~~4. 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 Default Appeal Process

Except as listed in this Article, appeals of all development orders 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.

402.177 RESERVED

~~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 §402.01(a) 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 §402.177(h)~~§402.176(g)~~ of this Article, hereby incorporated by reference.

402.179 RESERVED

~~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.

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.

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.
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

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.
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 Chapter 406 Article 17, Conservation Management Areas and Article 20, 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 Chapter 406 Article 17, Conservation Management Areas and Chapter 406 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.

(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

Contents

Article 1 Establishment of Zoning Districts 403-1
Article 2 Rural/Agricultural Districts 403-4
Article 3 Residential Zoning Districts 403-6
Article 4 Commercial Districts 403-11
Article 5 Industrial Districts 403-14
Article 6 Special Purpose Districts 403-17

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 408.16.1.1.

[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 §404.24, 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	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.
[2]Minimum side setbacks do not apply to single family attached units.
[3]The Garage Front setback applies only to the garage portion of the structure when the garage opening faces the front of the street.

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

Standards	Zoning Districts 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 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) 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	50~~150~~	50~~N/A~~
Depth, min (ft)	100	100~~N/A~~	100~~N/A~~
Setbacks[1]			
Front~~, internal road,~~ (ft)	25~~N/A~~	15~~50~~	30~~N/A~~
Rear~~Front, public street,~~ (ft)	5~~N/A~~	10~~75~~	20~~N/A~~
~~Front, (ft)~~	~~25~~	~~-~~	~~*~~
Rear, Adjacent to Residential (ft.)~~)~~	75~~5~~	75~~25~~	75~~N/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)~~	75~~N/A~~	75	75~~35~~
Building Standards			
Height, max (ft)	40	60~~40~~	60~~40~~
~~Building coverage, max (% of gross land area)~~	~~75%~~	~~50%~~	~~75%~~

~~[1] 25 feet on a minor street, 30 feet on a collector, 40 feet on major street.~~

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 rights 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~~t~~ less than one-half of the frontage~~required frontages 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.

Chapter 404 Use Regulations

Contents

Article 1 General Provisions 404-1
Article 2 Use Table 404-3
Article 3 Agriculture 404-15
Article 4 Household Living 404-26
Article 5 Group Housing 404-32
Article 6 Adult and Child Care 404-34
Article 7 Educational Facilities 404-36
Article 8 Community Services 404-38
Article 9 Health and Medical Facilities 404-42
Article 10 Transportation Terminals 404-44
Article 11 Utilities 404-45
Article 12 Personal Wireless Services Facilities 404-46
Article 13 Home-Based Businesses 404-57
Article 14 Entertainment and Recreation 404-61
Article 15 Food and Beverage 404-66
Article 16 Overnight Accommodations 404-69
Article 17 Retail Sales and Service 404-71
Article 18 Self-Service Storage Facilities 404-74
Article 19 Vehicles Sales and Service 404-75
Article 20 Outdoor Storage and Display 404-77
Article 21 Wholesaling, Warehousing, Storage and Distribution 404-80
Article 22 Light Industrial 404-81
Article 23 Waste-Related Services 404-82
Article 24 Mining or Excavation and Fill Operations 404-85
Article 25 Public Fairground 404-101
Article 26 Indoor Sports Traning Facility 404-102
Article 27 Business and Professional Services 404-103

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. 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.

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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	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																									
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		§404.09
–	Agricultural products processing, packaging and sale, offsite	SE	L	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.09(a)
–	Produce~~Roadside produce~~ stand	L	L	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	-	-	L	§404.11
–	Poultry or livestock raising on parcels less than 5 acres~~Agricultural services~~	L~~S~~E	L~~P~~	-	L-	L-	L-	L-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		§ 404.12
–	Community Garden~~Agricultural warehousing or distribution~~	L-	L~~S~~E	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L-	L	§404.13
–	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-	-	-	L	§404.13.5§~~404.13~~
-	Dairy, commercial	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		§Error! Reference source not found.
	Commercial Livestock Market	SE	P																						

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	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																									
	Private agricultural event center or arena	SE																							§Error! Reference source not found.
	Slaughter plant	SE																							
-	Farm machinery and lawn and garden equipment repair	L	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-		§404.15
–	Feed & agriculture supply sales	-	P	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P		-	-		-
–	~~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
–	Animal Sanctuary	SE	-	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.18.5-
~~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
~~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	L	§404.108
	Hunting or fishing camp	L		L																					§404.109

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	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																									
	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	
–	Single-family attached dwelling	-	-	-	-	PL	PL	PL	PL	-	-	PL	-	-	-	-	-	-	-	-	-	-	-	P	§404.20
–	Manufactured home	L	A-	-	-	-	-	L	-	L	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.21
–	Mobile home	L	-	-	-	-	-	L	-	L	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.22
–	Manufactured or mobile home park	-	-	-	-	-	-	-	-	L	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.23
	Accessory living unit	A	-	-	A	A	A	A-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	A	§404.24
–	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	§404.25
Household Living	Model Home	A			A	A	A	A	A															A	§404.26
–	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	§404.27
–	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	§404.28

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	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																							
–	Community residential home, large	SE	-	-	-	-	-	-	L	-	-	L	-	-	-	-	-	-	-	-	-	-	-	L	§404.29
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	§404.30
–	Child care center	A-	A-	-	A	A-	-L	A-	L	-	-	L	L	L	L	L	L	L	L	L	L	L	L	L	§404.31
–	Family child care home	L	-	-	L	L	L	L	L	-	-	L	-	-	-	-	-	-	-	-	-	-	-	L	§404.32
–	Large family child care home	L	-	-	L	L	L	L	L	-	-	L	-	-	-	-	-	-	-	-	-	-	-	L	§404.33
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	SU	§404.34
–	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	L	§404.34
–	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	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	§404.35
–	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		§404.36
–	Funeral home	-	-	-	-	-	-	-	-	-	-	SE	-	-	P	-	-	-	-	-	-	-	-	P	§404.37
–	Homeless shelter, principal use	-	-	-	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	§404.38
—	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	§404.39
–	Soup kitchen, principal use	-	-	-	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	§404.40
	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	§404.41

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	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																									
–	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	§404.42
–	Museum	L-	-L	-	L-	L-	L	L-	L-	-	-	L-	L-	-	L-	P	P	P	P	L-	L-	L-	L-	P	-§404.43
Community Services	Commercial Animal Boarding or Training Facility		SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	SE	SE	-		§404.44
–	Pet rescue organization	-L	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	-	-	L	§404.44.5
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	§404.45
–	Veterinary clinic or hospital	SE	-L	-	-	-	-	-	-	-	-	-	L	-	L	L-	L	L-	L	L		L	-	L	§404.46
–	Massage therapist	-	-	-	-	-	-	-	-	-	-	-	-	-	L	-L	L	L-	L	L	-	-	-	L	§404.47
Transportation Terminals	Bus or train station	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	SE	SE	-	P	-
–	Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-		-
–	Helicopter landing pad	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	SE	SE	-		§404.48
–	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	§404.49
-	Broadcasting or communications tower	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	SE	SE	-	SE	§404.50
-	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	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																							
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	L SU	Article 12
COMMERCIAL USES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			-
Home-based businesses	Home-based business, general	A	-	-	A	A	A	A	A	A	A	A	-	-	-	-	-	-	-	-	-	-	-	A		§404.62
–	Home-based business, rural	A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			§404.63
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			§404.64
–	Amusement or theme park	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-			-
–	Zoo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-			-
–	~~Dock~~	~~L~~	~~L~~	-	~~L~~	~~L~~	-	~~L~~	~~L~~	~~L~~	~~L~~	~~L~~	-	-	-	-	-	-	-	-	-	-	~~L~~			~~§404.65~~
–	~~Marina~~	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	~~P SE~~			~~§404.66~~
Entertainment and Recreation	Golf course	SE ~~P~~		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-			404.66.5-
~~Entertainment and Recreation~~	Theater or Cabaret, sexually oriented	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-L		-	-	-			§404.65
Food and Beverage	Restaurant	L-	L-	-	-	-	-	-	-	-	-	-	-	-	-	P-	P	P	P	P	A	A	P	P		§404.67.5-
–	Restaurant, with drive-through	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	L	L	L	L	-	A	-	L		§0
–	Incidental food and beverage sales	-	A	-	-	-	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A	A	A		§404.69
–	Cocktail lounge, bar, tavern or nightclub	-	-	-	-	-	-	-	-	-	-S E	-	-	-	-	-P		-P	P	P	-	-	SE	P		-

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	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																									
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	§404.70§0
–	Rooming House	-	-	-	-	-	-	-	P	-	-	P	-	P	-	-	-	-	-	-	-	-	-	-		-
Overnight Accomodations–	RV Park/ Campground	-	-	-	-	-	-	-	-	-	L	-	-	-	-	-	-	-	-	-	-	-	-	-		§404.71
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-	-		§404.72
~~Retail Sales and Services~~	Convenience store	-	-	-	-	-	-	-	-	-		-	-	-	-	-L	L	L	L	L	-	-	-L	P	§404.73
–	Pharmacy	-	-	-	-	-	-	-	-	-	-	-	-	L	-	L	L	L	L	-	-	-	-	L	§404.74
	Dry cleaners																							L	§404.74.5
–	Furniture store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P		-	-	P	-
–	Media sales and rental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	L	L	L	-	-	-	-	L	§404.75

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	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																							
	Large-scale retail																	L	L	L				P	§404.75.5§404.75
	Flea market																		SE						
–	Media, sexually oriented	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-L	L		-	-	-		§404.65
–	Sex shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-L		-	-	-		§404.65
Commercial Animal Raising	Commercial Animal Raising	SE																							
Self-Service Storage Facilities	Self-Service Storage Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	-	L	L-	L	-	L	§404.76
Vehicle Sales and Service	Vehicle sales and service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	SE	-	P	-L	L	§404.77
	Vehicle and trailer rental																	A	P			P			§404.78
Vehicle Sales and Service	Service station																	P	P	SE				L	§404.78.5
–	Vehicle repair	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	-	-	P	-		§404.79
–	~~Service station~~	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	~~P~~	~~P~~	~~SE~~	-	-	-	~~L~~	~~§404.78~~
–	~~Vehicle and trailer rental~~	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	~~P~~	-	-	~~P~~	-		
–	Fuel Sales	-	A	-	-	-	-	-	-	-	-	-	-	-	-	SE	A	A-	A	SE	-		A	A	§404.80
Outdoor Storage and Display	Outdoor storage	-	A	-	-	-	-	-	-	-	-	-	-	A	-			A	A	A		A	A		§404.81
	Outdoor display	-	A	-	-	-	-	-	-	-	-	-	-	-	-	A-	A-	-A-	A	A		A	-A-	A	§404.82
INDUSTRIAL USES		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-
Wholesaling, Warehousing, Storage and Distribution	Wholesaling, Warehousing, Storage and Distribution, except as listed below	SE -	SE -	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-		§404.82.1

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	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																									
	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														§Error! Reference source not found.
	Storage yard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L SE	-		§0
Light Industrial	Light Industrial, except as listed below	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	L	§404.83.5-
	Research, development or experimental lab													L							P	P		P	§0
	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	-		§404.85

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	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																							
–	Solid waste transfer station	L	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	L	-		§404.86
–	Package Treatment Plant	SU	SU	-	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU -		§404.87
	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																						§404.89
	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~~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.~~
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.

Table404.12.~~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 site must be designed and maintained so that water will not drain onto adjacent property.
2. Use of the site shall be subject to all standards in this ULDC and to any approved development plan.
3. Fences shall not exceed six feet in height.
4. 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 development plan approval 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.

DRAFT

Article 4 Household Living

404.20 RESERVED

[CD1][CD2][CD3][CD4]

~~404.20~~ [CD5]~~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.

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. Off~~A minimum of one off~~-street parking~~-space~~ for the accessory dwelling, if provided, shall be located~~provided~~ on the lot on which the principal building is located.
2. An accessory dwelling~~living~~ unit and any off-street~~required~~ parking space~~space~~ shall be served by the same driveway as the principal building.

(d) Standards

Each accessory dwelling~~living~~ 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, the~~living unit, an~~ applicant shall provide proof of homestead exemption status establishing~~that establishes~~ ownership and principal residence of~~on~~ the lot~~property~~ 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 lot~~intents 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 greater~~less~~.
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 dwelling~~living~~ unit that is attached to a principal residence shall be located along the side or rear of the principal residence. For detached accessory dwelling~~living~~ units, the entrance shall be located behind the front building line of the principal building.

(h) Water and Wastewater Services

An accessory dwelling~~living~~ 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 and~~for an accessory living unit~~ shall meet the residential lot requirements for well and septic, outlined in §~~Chapter 4~~07.110.~~§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 Neighobrhood 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 development~~site~~ 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.

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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.

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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.

404.44.5 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.

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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.

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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.

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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.

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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 2, 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.

DRAFT

Article 13 Home-Based Businesses

404.62 Standards for General Home-Based Business~~, 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~~10~~,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 site~~All sales~~ shall be incidental to the principal residential use and limited to~~shall involve only the sale of~~ goods or merchandise produced or processed on~~by~~ the site or direct resale~~general home-based business. Retail sales~~ of goods through the internet or mail order.~~not produced or processed on the premises are prohibited.~~

~~(c)~~(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 administrative~~development~~ plan approval by the Growth Management Department~~Development Review Committee~~ and in accordance with the following standards.

(a) Participation in Business

In addition to~~Only~~ 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. The~~If the~~ rural home-based business may be~~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;
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
4. ~~Each applicant shall sign an affidavit acknowledging receipt of regulations applicable to such permits; and~~
5. 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 RESERVED~~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.~~

404.66 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.~~

404.66.5 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;
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.

404.67 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.

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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~~shallbe~~ 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 within an Activity Center~~, 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 facilities~~facilties~~ 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~~prinicipal~~ 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~~Devolompents~~ 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(i)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.

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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.

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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 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, §**Error! Reference source not found.**.

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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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) 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.

404.109 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.

~~(c)~~(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 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.

404.111 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.

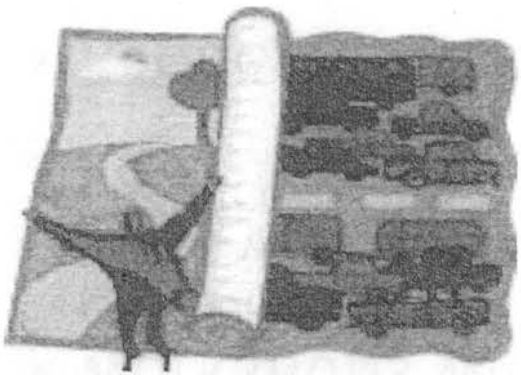
(f) Vehicular access shall be from a paved public roadway. Where determined by the Director to be appropriate, access may be permitted from a local or unpaved roadway.

(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.

~~(d)~~(i) A single permanent residence may be allowed in either a site built or manufactured building.

Unified Land Development Code Update 2011



Public Workshop
August 9, 2011

Process for Updating the ULDC

- Board workshop to discuss working drafts
- Workshops with community organizations or citizens as requested
  - Met with Builders Association, Grow Gainesville, Rural Concerns
- 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 including whether change of uses must go to Development Review Committee

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
- Appeals process changed for development plan approvals

Chapter 402

- Added institutional threshold for Board review of preliminary plans
- Activity Center Master Plan clarification
- Voluntary termination of Special Exception and Special Use Permits
- TOD Preliminary Development Plans – street types shown on preliminary plan
- Added new permit extension language

Chapter 403

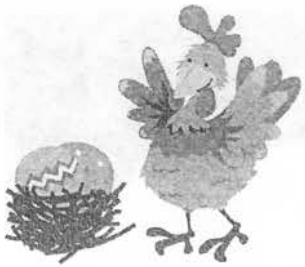
- Clarified garage setbacks
- Clarified lot dimension requirements for subdivided commercial property
- Updated descriptions of industrial districts

Chapter 404 - Use Chapter

- New Uses:
  - Community Gardens
  - Farmers Markets
  - Resource-Based Recreation
  - Residential Recreation Camp
  - College or University

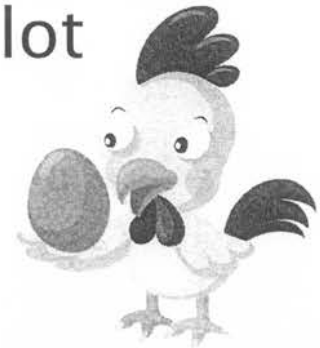
Chapter 404

- 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

- 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
  - 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
- Reduced submittal requirements – reduces cost
- 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

- June 22, 2011 – First Working drafts released Chapter 400 – 404
- August 9, 2011 – First Public Workshop
- October – Second Public Workshop
- November – First Reading
- November/December – Second Reading – adoption hearing

Contact Information

- For questions, comments or suggestions:

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

August 9, 2011 Regular BoCC Meeting
Agenda Item #23

Title
Fair Housing Public Information Meeting for the Federal Fiscal Year 2011 Florida Small Cities Community Development Block Grant application. (Amended)

Amount
N/A

Description
Alachua County Fair Housing Public Information meeting in relation to the FFY 2011 Florida Small Cities Community Development Block Grant (CDBG) application. In this meeting information will be provided to the public about the Fair Housing Act and the protections that it provides to the citizens to bring community awareness and broaden community knowledge about fair housing.

Recommendation
Allow conducting of the Fair Housing Public Information meeting and listen to the presentation by staff.

Alternative(s)
Do not receive the information and provide further direction to staff.

Requested By
Michael Castine, Planner

Originating Department
Growth Management

Attachment(s) Description
Fair Housing information booklet

Documents Requiring Action
N/A

Executive Summary
As a part of the Florida Small Cities CDBG application process, Alachua County must hold a public meeting regarding the Fair Housing Act and the protections that it provides to the citizens. In this meeting information will be provided to the public about the Fair Housing Act and the protections that it provides to the citizens to bring community awareness and broaden community knowledge about fair housing. Meridian Community Services Group, Inc., will provide a Fair Housing presentation to the general public and to the Board of County Commissioners in partial satisfaction of the requirements of the FFY 2011 Florida Small Cities CDBG program.

Background
Alachua County is in the process of submitting an application for a $750,000 funding under the FFY 2011 Florida Small Cities CDBG program by the submission deadline of August 15, 2011. In partial fulfillment of the requirements of the FFY 2011 Florida Small Cities CDBG program, and to broaden community knowledge about fair housing, County staff has invited Meridian Community Services Group, Inc., to give a brief presentation to the Board and to the general public providing information about the Fair Housing Act and the protections that it provides.

Issues
This Fair Housing Presentation for the general public and elected officials provides an additional 5 points to the application score, as shown in the application submitted for approval.

Fiscal Recommendation
There are no fiscal issues associated with this item.

Fiscal Alternative(s)
N/A

Funding Sources
N/A

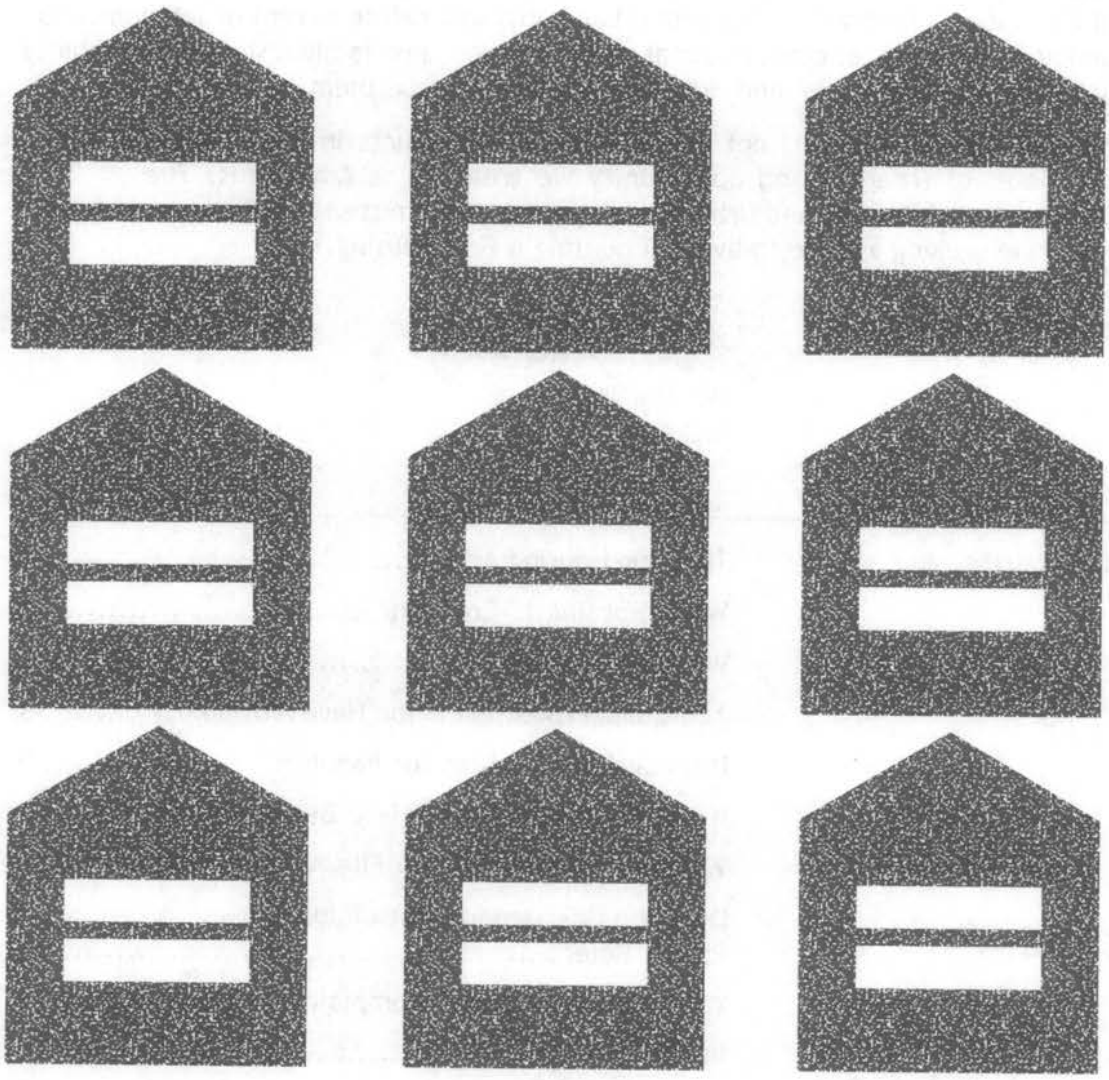
Account Code(s)
N/A

Attachment: FairHousingbooklet.pdf

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

Fair Housing

Equal Opportunity for All



Please visit our website: www.hud.gov/fairhousing

Fair Housing - Equal Opportunity for All

The rich diversity of our people, coupled with the unity of spirit upon which this nation was founded, is America's true strength. We are a nation that celebrates equality of opportunity, which makes it all the more disturbing when new immigrants, minorities, families with children, and people with disabilities are denied housing because of unfair housing discrimination.

The Department of Housing and Urban Development enforces the Fair Housing Act and the other federal laws that prohibit discrimination and the intimidation of people in their homes. These laws cover virtually all housing in the United States - private homes, apartment buildings, and condominium developments - and nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation's federal housing policy. Landlords who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. The Department of Housing and Urban Development is committed to ensuring that for everyone seeking a place to live, ***all*** housing is Fair Housing.

Mel Martinez
Secretary

Contents

The Fair Housing Act 1
What Housing Is Covered? 1
What Is Prohibited? 1
Additional Protection If You Have A Disability 3
Housing Opportunities for Families 5
If You Think Your Rights Have Been Violated 6
What Happens When You File A Complaint? 10
Does the U.S. Department of Justice Play A Role? 11
What Happens After A Complaint Investigation? ... 12
In Addition 13

U.S. Department of Housing and Urban Development
Secretary Mel Martinez
451 7th Street, S.W.
Washington, DC 20410-2000

The Fair Housing Act

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Handicap (Disability)

What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

What Is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

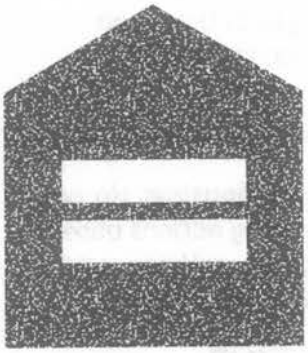
- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan

In Addition: It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status or handicap (disability). This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.



Additional Protection If You Have A Disability

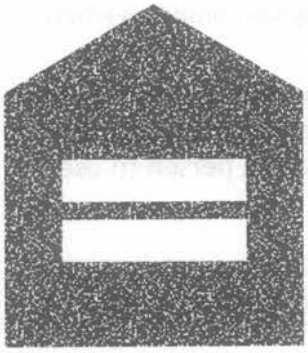
If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability your landlord may not:
- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing

Example: A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.



Requirements for New Buildings: In buildings that are ready for first occupancy **after** March 13, 1991, and have an elevator or four or more units:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All units must have:
  - An accessible route into and through the unit
  - Accessible light switches, electrical outlets, thermostats and other environmental controls
  - Reinforced bathroom walls to allow later installation of grab bars and
  - Kitchen and bathrooms that can be used by people in wheelchairs

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.

Housing Opportunities for Families

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

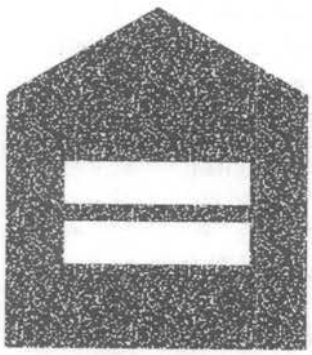
- A parent
- A person who has legal custody of the child or children or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
- It is occupied solely by persons who are 62 or older or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates an intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988 to continue living in the housing, regardless of their age, without interfering with the exemption.



If You Think Your Rights Have Been Violated

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may write a letter or telephone the HUD office nearest you. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

What to Tell HUD

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation

Where to Write or Call: Send a letter to the fair housing office nearest you, or if you wish, you may call that office directly. (The direct dial and TTY numbers for the deaf/hard of hearing users are not toll free.)

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont:

NEW ENGLAND OFFICE
(Marcella_Brown@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453

For New Jersey and New York:

NEW YORK/NEW JERSEY OFFICE
(Stanley_Seidenfeld@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927

For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia, and West Virginia:

MID-ATLANTIC OFFICE
(Wanda_Nieves@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 656-0662 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450

For Alabama, the Caribbean, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:

SOUTHEAST/CARIBBEAN OFFICE
(Gregory_King@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654

For Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin:

MIDWEST OFFICE
(Barbara_Knox@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-6236 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143

For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:

SOUTHWEST OFFICE

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

GREAT PLAINS OFFICE
(Robbie_Herndon@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972

For Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming:

ROCKY MOUNTAINS OFFICE

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
633 17th Street
Denver, CO 80202-3607
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248

For Arizona, California, Hawaii, and Nevada:

PACIFIC/HAWAII OFFICE
(Charles_Hauptman@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Phillip Burton Federal Building
and U.S. Courthouse
450 Golden Gate Avenue
San Francisco, CA 94102-3448
Telephone (415) 436-8400 or 1-800-347-3739
Fax (415) 436-8537 • TTY (415) 436-6594

For Alaska, Idaho, Oregon, and Washington:

NORTHWEST/ALASKA OFFICE
(Judith_Keeler@hud.gov)

Fair Housing Enforcement Center
U.S. Department of Housing
and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185

If after contacting the local office nearest you, you still have questions - you may contact HUD further at:

U.S. Department of Housing
and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

If You Are Disabled: HUD also provides:

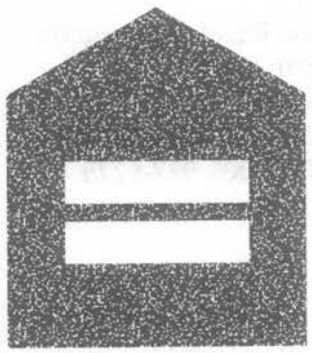
- A TTY phone for the deaf/hard of hearing users; see above list for the HUD office *nearest* you.
- Interpreters
- Tapes and braille materials
- Assistance in reading and completing forms

What Happens When You File A Complaint?

HUD will notify you when it receives your complaint. Normally, HUD also will:

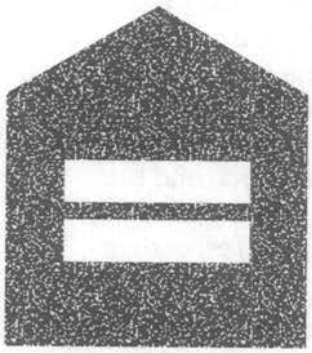
- Notify the alleged violator of your complaint and permit that person to submit an answer
- Investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated
- Notify you if it cannot complete an investigation within 100 days of receiving your complaint

Conciliation: HUD will try to reach an agreement with the person your complaint is against (the respondent). A conciliation agreement must protect both you and the public interest. If an agreement is signed, HUD will take no further action on your complaint. However, if HUD has reasonable cause to believe that a conciliation agreement is breached, HUD will recommend that the Attorney General file suit.



Complaint Referrals: If HUD has determined that your State or local agency has the same fair housing powers as HUD, HUD will refer your complaint to that agency for investigation and notify you of the referral. That agency must begin work on your complaint within 30 days or HUD may take it back.

Does the U.S. Department of Justice Play A Role?



If you need immediate help to stop a serious problem that is being caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the United States Attorney General to go to court to seek temporary or preliminary relief, pending the outcome of your complaint, if:

- Irreparable harm is likely to occur without HUD's intervention
- There is substantial evidence that a violation of the Fair Housing Act occurred

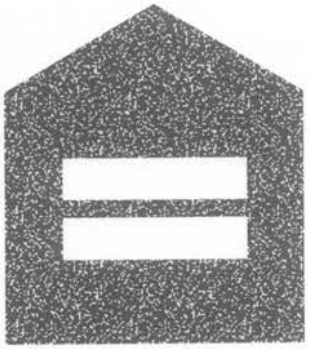
Example: A builder agrees to sell a house but, after learning the buyer is black, fails to keep the agreement. The buyer files a complaint with HUD. HUD may authorize the Attorney General to go to court to prevent a sale to any other buyer until HUD investigates the complaint.

What Happens After A Complaint Investigation?

If, after investigating your complaint, HUD finds reasonable cause to believe that discrimination occurred, it will inform you. Your case will be heard in an administrative hearing within 120 days, unless you or the respondent want the case to be heard in Federal district court. Either way, there is no cost to you.

The Administrative Hearing: If your case goes to an administrative hearing HUD attorneys will litigate the case on your behalf. You may intervene in the case and be represented by your own attorney if you wish. An Administrative Law Judge (ALJ) will consider evidence from you and the respondent. If the ALJ decides that discrimination occurred, the respondent can be ordered:

- To compensate you for actual damages, including humiliation, pain and suffering.
- To provide injunctive or other equitable relief, for example, to make the housing available to you.
- To pay the Federal Government a civil penalty to vindicate the public interest. The maximum penalties are $11,000 for a first violation, $27,500 for a previous violation within the preceding five year period and $55,000 for two or more previous violations within the preceding seven years.
- To pay reasonable attorney's fees and costs.



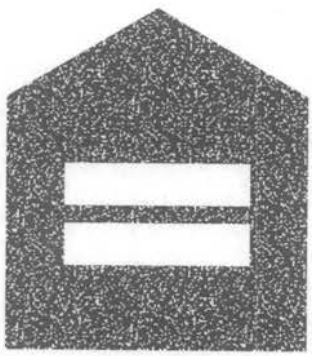
Federal District Court: If you or the respondent choose to have your case decided in Federal District Court, the Attorney General will file a suit and litigate it on your behalf. Like the ALJ, the District Court can order relief, and award actual damages, attorney's fees and costs. In addition, the court can award punitive damages.

In Addition

You May File Suit: You may file suit, at your expense, in Federal District Court or State Court within two years of an alleged violation. If you cannot afford an attorney, the court may appoint one for you. You may bring suit even after filing a complaint, if you have not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.



For Further Information:

The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD fair housing office nearest you. See the list of Fair Housing Enforcement Centers on page 6-9.

U.S. Department of Housing
and Urban Development
Room 5204
Washington, D.C. 20410-2000

HUD-1686-FHEO
January 2002

EQUAL HOUSING OPPORTUNITY

August 9, 2011 Regular BoCC Meeting
Agenda Item #24

Title
Small Cities CDBG Application Public Hearing (Amended)

Amount
$750,000.00

Description
Second of two public hearings required to obtain citizen input and final Board direction on the FFY 2011 Florida Small Cities CDBG Program for Housing Rehabilitation grant application in the amount of $750,000.

Recommendation
Conduct the public hearing to obtain citizen comment on the application; provide final Board input and approve the application as amended; and direct Growth Management staff to finalize and submit an application to the Department of Community Affairs in the amount of $750,000 for the FFY 2011 Florida Small Cities CDBG Program for Housing Rehabilitation.

Alternative(s)
Do not hold the public hearing and do not submit the grant application and provide additional direction to staff.

Requested By
Michael Castine, Planner

Originating Department
Growth Management

Attachment(s) Description
1) The FFY 2011 Florida Small Cities CDBG housing rehabilitation grant application package. 2) Resolution 11-_____ authorizing the submission of Alachua County's FFY 2011 Florida Small Cities CDBG housing rehabilitation grant application. 3) Resolution 11-_____ authorizing the expenditure of $100,000 SHIP funds as leverage to obtain the $750,000 FFY 2011 CDBG funding. 4) Resolution 11-_____ adopting the Alachua County CDBG Housing Assistance Plan. 5) slideshow presentation on FFY 2011 CDBG program.

Documents Requiring Action
1) The FFY 2011 Florida Small Cities CDBG Housing Rehabilitation grant application package.2) Resolution 11-_____ authorizing the submission of Alachua County's FFY 2011 Florida Small Cities CDBG Housing Rehabilitation grant application.3) Resolution 11-_____ authorizing the expenditure of $100,000 SHIP funds as leverage to obtain the $750,000 FFY 2011 CDBG funding.4) Resolution 11-_____ adopting the Alachua County CDBG Housing Assistance Plan.

Executive Summary
As part of the Florida Small Cities Community Development Block Grant (CDBG) application process, Alachua County must hold two public hearings. On June 28, 2011, the Board held the first public hearing and directed Growth Management staff to prepare an application in the amount of $750,000 for the Housing Rehabilitation grant category. This is the second public hearing, to obtain citizen and Board comment on the grant application and for the Board to approve the application as amended, and authorize the Chair to sign the enabling Resolution and related documents, and to direct Growth Management staff to finalize and submit the application to the Department of Community Affairs by the due date of August 15, 2011.

Background
On June 14th, 2011, the Board authorized staff to advertise a public hearing for June 28th, 2011, to obtain citizen views about community development needs, as part of the application process for FFY 11 CDBG funding. At the June 28, 2011 public hearing, the Board directed staff to prepare an application in the amount of $750,000 in the Housing Rehabilitation grant category. This is the second public hearing, to obtain citizen and Board comment on the grant application and for the Board to approve the application as amended and authorize the Chair to sign the enabling Resolution and related documents and to direct Growth Management staff to finalize and submit the grant application to the Department of Community Affairs by the due date of August 15, 2011.

Issues
Alachua County was awarded SHIP funding for FY 12, and has pledged $100,000 in SHIP funds as a local match for the CDBG grant application, which qualifies for an additional 20 points. Due to current state and local budget constraints, CDBG is the only viable alternative to assist very low and low-income households with major home repairs at this time. While any local or regional vendor preference does not apply in awarding of CDBG funds (due to Federal regulations governing this program), a successful grant application in the amount of $750,000 would present an economic opportunity for area businesses to supply goods and services related to this grant. The public hearing notice will be advertised at least five days prior to the public hearing in accordance with CDBG regulations.

Fiscal Recommendation
There is no adverse fiscal impact regarding this recommendation.

Fiscal Alternative(s)
N/A

Funding Sources
Small Cities Community Development Block Grant funding

Account Code(s)
To Be Determined

Attachment: 2011CDBGEnablingResolution.pdf
Attachment: 2011CDBGLocalMatchResolution.pdf
Attachment: ResolutionandHAP110722.pdf
Attachment: CDBGAPP110706.pdf
Attachment: CDBG2011hearing20110809.pptx

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11- 82

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING THE CHIEF ELECTED OFFICIAL TO MAKE AN APPLICATION TO THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (DCA) FOR APPROVAL OF ALACHUA COUNTY'S FFY 2011 HOUSING REHABILITATION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Small Cities Community Development Block Grant (CDBG) program is a competitive grant program administered by the Florida Department of Community Affairs (DCA) that address critical housing and infrastructure needs;

WHEREAS, Alachua County is eligible to apply to DCA for funding from the Florida Small Cities Community Development Block Grant program;

WHEREAS, Alachua County is experiencing a need for physical housing improvements to benefit low-to-moderate income persons;

WHEREAS, the Board of County Commissioners of Alachua County conducted a first Public Hearing on June 28, 2011, to obtain citizen input as to the type of grant application that it should submit to the DCA under the Federal Fiscal Year (FFY) 2011 Florida Small Cities CDBG Program;

WHEREAS, the Board of County Commissioners of Alachua County conducted a second Public Hearing on August 9, 2011, to allow citizens to review and comment on a proposed FFY 2011 CDBG Housing Rehabilitation grant application;

WHEREAS, as a result of the second public hearing, the Commission agreed to submit a FFY 2011 Florida Small Cities CDBG Housing Rehabilitation grant application;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical housing improvements to benefit low-to-moderate income persons indicated in the proposed FFY 2011 Florida Small Cities CDBG application.

2. That the Alachua County Board of County Commissioners directs that the Chief Elected Official or County Manager, in his absence, is authorized to sign all necessary certifications and to execute and submit the attached FFY 2011 Florida Small Cities CDBG application to the Florida Department of Community Affairs by August 15, 2011, for approval.

3. That the Alachua County Board of County Commissioners directs the Chief Elected Official or County Manager, in his absence, to submit additional information in a timely manner as may be required by the Florida Department of Community Affairs in connection with the Florida Small Cities CDBG program.

4. That the proposed CDBG application is consistent with the local Comprehensive Plan, and that the County has an adopted Community Development Plan.

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

DULY ADOPTED in regular session, this 9th day of August, 2011.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11-_81___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, RESCINDING AND RESTATING RESOLUTION 08-92, ADOPTING A COMMUNITY DEVLOPMENT BLOCK GRANT HOUSING ASSISTANCE PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County adopted a Community Development Block Grant (CDBG) Local Housing Assistance Plan on September 9, 2008, by Resolution 08-92;

WHEREAS, Alachua County is applying to the Florida Department of Community Affairs for funds through the Federal Fiscal Year (FFY) 2011 Florida Small Cities CDBG program;

WHEREAS, these funds are proposed to be utilized to provide deferred payment loans to rehabilitate owner-occupied dwellings as specified in the "Community Development Block Grant Housing Assistance Plan for Alachua County;"

WHEREAS, the County is desirous of establishing a new housing assistance plan to more effectively guide the administration of these funds to provide housing rehabilitation opportunities to the low to moderate income Citizens of Alachua County;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Board of County Commissioners of Alachua County does hereby rescind the existing CDBG Local Housing Assistance Plan adopted on September 9, 2008, by Resolution 08-92;

2. That the "Community Development Block Grant Housing Assistance Plan for Alachua County" is hereby adopted and a copy attached hereto and incorporated herein as a part hereof.

3. That the County Manager or his designee is designated as the Designated Representative referred to in the aforementioned plan.

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

DULY ADOPTED in regular session, this 9th day of August, 2011.

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

Community Development Block Grant

Housing Assistance Plan

for

ALACHUA COUNTY

Submitted for Board Approval August 9, 2011

I. INTRODUCTION 3
II. HOUSING REHABILITATION OBJECTIVES AND POLICIES 3
A. Objectives 3
B. Rehabilitation Policies 4
C. Identification of Units 5
D. Removal of Units from Program 6
III. CONFLICT OF INTEREST 7
IV. HOUSING REHABILITATION FINANCING 7
A. Deferred Payment Loans (DPL) 7
B. Scope of Rehabilitation Assistance 8
V. QUALIFICATIONS 9
A. General 9
B. Household Income 10
VI. STRUCTURAL REQUIREMENTS 11
A. General 11
B. Structural Integrity 12
C. Cost Feasibility 12
VII. PROCEDURES 13
A. Application and Inspection 13
B. Bidding 13
C. Contracting and Rehabilitation 15
D. Inspections 15
E. Change Orders 15
F. Payment 16
G. Disputes and Contract Termination 17
H. Follow-Up 17
VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION 18
A. General 18
B. Clearance 18
C. Permanent Relocation/Demolition Relocation 18
D. Differences 19
IX. CONTRACTOR LISTING 19
A. Recruiting 20
B. Contractor Eligibility 20
C. Disqualification 21
X. RELOCATION/DISPLACEMENT 22
XI. APPEALS/COMPLAINTS 23
XII. PROGRAM INCOME 23
XII. PROPERTY ACQUISITION POLICY 23
A. Voluntary 23
B. Non-Voluntary Acquisition Plan 25
C. Timing/Planning 25

I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of the **Alachua County** Community Development Block Grant (CDBG) program. The responsibilities of **Alachua County,** the homeowner, construction contractor, and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation, demolition/clearance, and replacement of dwellings. Relocation of households is also covered to a limited extent. The Anti-displacement Policy should be consulted if displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to 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 owner-occupied.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. Objectives

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

1. To encourage the revitalization of very low to low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.

2. To remove unhealthy or hazardous conditions in low-to-moderate income households.

3. 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.

4. To preserve existing housing stock and to replace substandard housing.

5. To enable low-to-moderate income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.

6. To reduce utility costs and to improve the comfort of very low to low-to-moderate income families through weatherization aspects of rehabilitation.

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

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

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

10. To minimize impact of program participation on recipients and to limit direct costs encountered because of program participation.

11. To incorporate the following "Green" Rehabilitation Standards

    1. Any appliances replaced or installed shall be Energy Star.
    2. Any door and/or window replaced or installed shall be Energy Star.
    3. Any lighting fixture replaced or installed shall be Energy Star.
    4. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls. Other weatherization activities are at the local government's option. (New home construction is presumed to meet the minimum insulation and sealing requirements.
    5. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 15.

B. Rehabilitation Policies

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

1. Assure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.)

2. Treat all participating property owners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.

3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:

    1) that property owners hold the primary responsibility for maintaining their property and personal finances;

2) that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors, and employees; and
3) that any assistance provided must be authorized at the proper level.

4. Assure that no member of the Congress of the United States, the Citizen Advisory Task Force, or the **Alachua County** Board of County Commissioners shall share in proceeds or benefits of CDBG funded rehabilitation work.

5. Allow some flexibility in administering the program in order to meet the program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standards and the Florida Building Code. The **Alachua County** Board of County Commissioners may waive program rules only when the result will be consistent with established goals and objectives and applicable federal, state, or local regulations.

6. Housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

C. Identification of Units

Housing Rehabilitation will take place only on units approved by **Alachua County** and in accordance with grant requirements established by the State of Florida. Alternate units may be provided to replace any primary units that may become ineligible. **Alachua County** will solicit applications either from other housing assistance providers that have knowledge of need within **Alachua County**, by placing notices in public areas throughout **Alachua County** and/or by advertising in publicly circulated publications. **Alachua County** will review applications received using the following selection criteria:

1. Has the recipient previously been furnished assistance and, if so, when and under what circumstances? A former recipient cannot be assisted for ten years and, in any event, will not be served again until all other eligible recipients have received assistance.

2. Number of persons in the family and the family income.

3. Type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence, and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will be included in the program, but will be restricted to replacement of said structure with a site built home, unless specifically prohibited by local or state regulations.

4. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, etc.

5. Applicants located in designated Wetlands or Special Flood Hazard Areas (flood plains) designated as "A" or "V" zones shall be ranked behind non-flood plain applicants.

6. Compatibility (consistency) of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations. Households that do not meet current LDR's and have issues with permitting due to regulations or ownership shall be ranked behind households that do not have issues.

7. Is the recipient current on payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders?

8. Recipients' willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.

9. Does the recipient have clear title to the property?

10. Is the structure more than 50 years old? The applicant shall indicate on the application form whether to his/her knowledge the structure is older than 50 years old. If he/she answers yes or if other evidence suggests the structure is more than 50 years old, **Alachua County** must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property appraiser, tax records, or other government agencies records will be researched to verify the age of the structure.

11. In addition to the above, the following priority ranking in Appendix A shall be strictly adhered to in the selection of qualifying applicants.

12. This program will not assist in the rehabilitation or replacement of rental housing structures.

D. Approval of Ranking, and Removal of Units from the Program

The Housing Rehabilitation Specialist and the Project Administrator shall review and rank the applications based on the criteria attached as Appendix A. This ranking shall be reviewed and approved by the Citizen Advisory Task Force, and their recommendation to the local governing body for their approval. The application process will have a noticed cut off date for the receipt of applications. Applications received

after that date shall be considered on a first come, first served basis after the primary list of applicants has been considered.

The Housing Rehabilitation Specialist or the Project Administrator may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is determined that it is necessary to remove an applicant from the program, a certified letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.

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 CATD 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 a final ranking of the applications is made, that ranking and 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. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides financing to homeowners in the form of 100% Deferred Payment Loans, the amount of which shall include the accepted bid amount plus a contingency reserve.

A. Deferred Payment Loans (DPL)

Deferred Payment Loans are conditional grants, and 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 five years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the five-year period, the principal is "forgiven" or subtracted from the principal balance in equal monthly amounts, so that at the end of the fifth 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 five years.

In the event that the sole owner dies or both/all owners die within the five-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 ten (10) years, at a yield of not more that six percent (6%) interest per annum.

Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for 100% of the cost of rehabilitation paid from CDBG funds.

The maximum DPL for an owner-occupied single family dwelling is $60,000. The owner-occupied units in a two to four unit dwelling may receive a DPL of up to $30,000 per unit. The owner/occupant of a multi-family dwelling must finance any required rehabilitation of the remaining unit(s) through private funding.

If rehabilitation costs require more than $40,000 and the owner is unable to finance the additional cost, the dwelling unit may be disqualified unless alternative funding is available. Grant application scoring indicates an average rehabilitation amount that is to be attained. Very high costs frequently adversely impact other units planned for rehabilitation. Therefore, the ability to maintain the necessary average must enter into the decision process.

As a general policy, a contingency amount of about 5% should be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment to pay for all required changes exceeding the authorized loan limit or if the Administrator determines that the situation does not require a contingency fund.

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;

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, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards;

New construction (adding a room or closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding or to provide bathroom or laundry hook ups. General property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or the elimination of blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor covering, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

Some general property improvements may be provided at the owner's expense. Other additional improvements, above those required to achieve minimum standards, are optional and at owner expense. The cost for any such improvements shall be borne totally by the owner who must deposit the funds with the local government before the improvements begin if the improvements are to be a part of the rehabilitation contract.

General property improvements that are paid for by the property owner must be included in the Contract for Rehabilitation that is developed and administered by the Housing Rehabilitation Program. However, ineligible new construction must be contracted separately. The property owner must also deposit the necessary funds to cover the additional improvements into the local government's program account. This must be done prior to construction. Otherwise, the addition items will not be included in the construction. Furthermore, any construction not covered in the construction contract will be inspected by the local Building Inspector but will not be inspected by the Housing Rehabilitation Specialist.

V. QUALIFICATIONS

A. General

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met:

1. Total Household income must not exceed the low-to-moderate limits set for the HUD Section 8 program at the time assistance is provided.

2. The owner must possess and provide clear title to the property. Although, it may be jointly owned, and the property may be mortgaged. Ownership through life estate, heir property, or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.

3. The owner must reside in the dwelling to be rehabilitated for at least one year prior to the time of application.

4. Property tax, mortgage payments, and utility bills must be current; and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.

5. The property must be fully insured for flood insurance if the home is in the 100-year flood plain. Flood insurance must remain in effect for the entire period of the Deferred Payment Loan Agreement. Any unit to be addressed with rehabilitation funds must be elevated to at least 1' above base flood elevation (or to local code) whichever is greater.

6. 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 construction contract is executed.

7. If a boundary survey is required, the owner is responsible for providing necessary proof or documentation at the owner's expense.

8. Residents and owners of rental property are not eligible to participate in the program.

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.

VI. STRUCTURAL REQUIREMENTS

A. General

In addition to owner eligibility requirements for participation in the Housing Rehabilitation Program, the dwelling must be:

1. below Section 8 Minimum Housing Quality Standards; and

2. feasible for rehabilitation.

In order for a house to be considered feasible for rehabilitation, proposed construction must:

a) correct all violations of the local housing code and Section 8 standards;

b) provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead based paint. If lead based paint is found, interim control procedures will be used for all houses rehabilitated at or below $25,000. Houses above $25,000 will be rehabilitated using abatement procedures. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements, and appropriate abatement procedures;

c) meet applicable local zoning requirements, as well as local, state, and federal housing code requirements for rehabilitation work;

d) leave at least 20% of the original structure based upon the formula provided in this chapter;

e) not exceed the program costs noted in this chapter;

f) be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such; and

g) new Construction or substantial improvement of any residential building (or manufactured home) located within the 100 year flood plain shall have the lowest floor including basement elevated no lower than (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided.

B. Structural Integrity

Rehabilitation requires that at least 20% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls - 60%, and flooring system - 20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced, and 25% of the flooring system (including framing) must be replaced, the factors are then ratioed based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls equals 30% replacement of the structure, and 25% replacement of the flooring system equals 5% replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or a total of 45% of the structure. This leaves 55 % of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist. Should significant deterioration occur between application and time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the Housing Rehabilitation Specialist whether to replace it with an alternate unit or to request a change in type of rehabilitation (demolition, permanent relocation, etc.) in accordance with current DCA contract requirements.

C. Cost Feasibility

As an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging. The limits may be exceeded for rehabilitation costs when alternative funds are available for leveraging but must be specifically approved by the **Alachua County** BoCC as exceeding the described limits.

$60,000 per single family detached house
$30,000 per unit of a two-to-four unit complex
$26,000 per unit of a triplex or quadruaplex

In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In the absence of conflicting information, the mobile home CDBG cost limits shall be assumed to meet this requirement. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed $40 per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

VII. PROCEDURES

A. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the Housing Rehabilitation Specialist will reject the application. A written rejection notification will be sent to the owner via certified mail and the local government designated representative within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

Bidding of potential cases is conducted by the Housing Rehabilitation Specialist in accordance with Alachua County Purchasing Policy & Procedure. Owners review the pre-approved list of eligible contractors before their cases are sent out for bids. Owners have the right to remove any contractor(s) from the list of prospective bidders for their case, as long as at least three (3) eligible contractors are allowed to bid. The owner

must be willing to justify the removal of contractor(s) from the bidding list. Owners may also request additional contractors as bidders. If these owner-requested contractors submit the contractor application and are approved by the designated representative and are otherwise eligible, they may be added to the bidders list and bid on the case. The administrator will make maximum effort to work with the Alachua County Equal Opportunity Office to ensure participation by minority contractors.

No housing unit owner or occupant, or employee or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

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. Newspaper advertising for individual jobs will be conducted as necessary but will not exempt as 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 the owner and **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 Housing Rehabilitation Specialist presents each case to the **Alachua County** designated representative before the DPL and contact are signed. The DPL amount, contract amount, contractor, and owner eligibility are all approved by the designated representative.

The rehabilitation contract is executed between the homeowner and the contractor when the rehabilitation DPL is closed, with the three (3) day rescission period running simultaneously for both legal agreements. Rehabilitation Agreements (for DPL's) are executed by the designated representative authorized to act on behalf of the **Alachua County** Board of County Commissioners.

The DPL and the Notice of Commencement are recorded immediately. The program pays for recording of the Agreement. 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 after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the house is vacated. The contract time of performance (generally 30 - 45 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. Change orders may be issued to correct code deficiencies or to obtain any other desired change in the work. CDBG funds 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

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 Schedule	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 coveting 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 review in accordance with the Complaint Procedures set forth in Alachua County's policies and procedures. The Alachua County Commission has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local determination/decision made by the Alachua County BoCC should be filed with the Department of Community Affairs, as set forth in the Alachua County policies and procedures. 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.

VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION

A. General

Permanent Relocation and/or Demolition Relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy.

B. Clearance

Requirements are identified by the Housing Rehabilitation Specialist and are included in the replacement unit bid package. In this way, the same contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

C. Permanent Relocation/Demolition Relocation

This activity involves replacement of an eligible owner occupied unit that is beyond economic repair. The **Alachua County** BoCC will decide with the Housing Rehabilitation Specialist on a case-by-case basis whether to utilize a slab "site built" replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary case-by-case.

Once the decision is made, the Housing Rehabilitation Specialist prepares bid specifications based on owner input from review of available plans from the contractors. Bidding contracting and inspections then proceed as in the rehabilitation process.

D. Differences

1. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site built homes along the same lines as for rehabilitation work.

2. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the federal three-day rule is not violated.

3. Cost feasibility limits are based on number of bedrooms to be provided for site built homes. These limits that may not be exceeded without approval from the **Alachua County Board of County Commissioners** are:

(a) four or more bedrooms - $85,000
(b) three bedrooms - $80,500
(c) two bedrooms - $72,500

In the case of replacement of existing mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above.

Necessary site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

Budgetary and scoring constraints, as well as priorities for assisting other households, may dictate that some homeowners will be offered less than the maximum amounts shown hereto, even if their demolition and replacement housing costs are above the offered amount. In these cases, homeowners must provide non-CDBG funds from other sources, or they may decline the offer and withdraw from the program. If the offer is declined, no CDBG funded demolition will occur.

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 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 does not apply to displacement under the **Alachua County** Community Development Program since **Alachua County** does not acquire the vacated (demolished or rehabilitated) property and residents participate voluntarily. Therefore, relocation services will be provided in the **Alachua County** Anti-Displacement and Relocation Policy which covers specific situations in great detail.

Household/property owners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the Administrator determines the applicant to be ineligible for assistance, the Administrator shall send written notification to the applicant, stating that the application has been rejected and the reason for the rejection.

XI. APPEALS/COMPLAINTS

The Housing Rehabilitation Specialist, the designated representative and the Program Administrator are authorized by **Alachua County** to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, 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 45 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 County Manager or his designee in accordance with the Complaint Procedures set forth in Alachua County's CDBG Complaint and Grievance Procedures. If the complaint cannot be resolved by the County Manager or his designee, he or his designee will notify the Chair of the Community Advisory Task Force who will make a recommendation to the County Manager's office within 10 days. Any appeals will made according to the Alachua County CDBG Complaint and Grievance Procedures. Further appeals, if necessary, must be addressed to the Florida Department of Community Affairs.

XII. PROGRAM INCOME

No program income is planned to result from this program. 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 rehabilitation 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.

XIII. PROPERTY ACQUISITION POLICY

A. Voluntary

Alachua County may purchase property with Community Development Block Grant funds for use in the Community Development Program. While most property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased on a voluntary basis.

The City shall determine the property features needed and the budget available for the purchase defined in the contract agreement. A request for proposals will then be published in a local newspaper. The request will state the specifications and budget and indicate that the purchase is voluntary.

No displacement of renters may occur as a result of the program. Owners will not receive any relocation assistance, so owner-occupants must waive the Uniform Act Rights.

A voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the recipient for purchase of their property in response to a public invitation or solicitation of offers. The **Alachua County BoCC** is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site specific and at least two properties in the community meet the criteria established by the local government for usage, location, and/or interest to be acquired. The **Alachua County BoCC,** prior to publication of a public notice or attendance of any local government representative at a property auction, must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. accurately describe the type, size and approximate location of the property it wishes to acquire;

2. describe the purpose of the purchase;

3. specify all terms and conditions of sale, including maximum price;

4. indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;

5. announce a time and place for offers to be accepted; and

6. announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act does not apply to voluntary acquisitions.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a responsible official. Records of offers shall be kept. Appraisals are not required for purchases less than

$2,500 if a mutually agreed to sales price can be reached. Clear title must be present in every transaction. The **Alachua County BoCC** must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the **Alachua County BoCC** which can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

B. Non-Voluntary Acquisition Plan

Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent owner, (5) appraisal and review appraisal services solicited and appraiser retained, (6) appraisal received and sent for review, (7) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (8) offer to purchase and notice of just compensation sent owner, (9) owner contacted by attorney or other representative and contract formalized, (10) settlement costs calculated and closing date set, (11) closing conducted with funds changing hands and, (12) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent certified. The CDBG Implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. In no case will CDBG funds be utilized which would create involuntary displacement. See **Alachua County** separate policy on this subject.

C. Timing/Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to effect a design that is not wholly site dependent, that is, where two or more sites are suitable for the project. It is recognized this may not always be possible. However, a policy of minimizing single site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The **Alachua County BoCC** shall make the determination as to whether or not bidding, award and start up may proceed to closing on the property.

In those cases where need for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur.

APPENDIX A

Point Values to be Used in Ranking Applicants

Handicapped and elderly persons on fixed income within established very low income (VLI) guidelines	(13 Points)
Elderly persons on fixed income within established VLI guidelines	(12 Points)
Handicapped or disabled persons within established VLI guidelines	(11 Points)
Households with handicapped or disabled dependents within established VLI guidelines	(10 Points)
Handicapped and elderly persons on fixed income within established low to moderate income (LMI) guidelines	(9 Points)
Elderly persons on fixed income within established LMI guidelines	(8 Points)
Handicapped or disabled persons within established LMI guidelines	(7 Points)
Households with handicapped or disabled dependents within established LMI income guidelines	(6 Points)
Households within established VLI guidelines	(5 Points)
All others within established VLI guidelines	(4 Points)
Households within established LMI guidelines	(3 Points)
All others within established LMI guidelines	(2 Points)
Any homeowner or physical residence that has received state or federal housing assistance within the last 10 years regardless of age, handicap, or income level	(1 Point)

SHIP applicants that were previously approved but did not receive assistance due to lack of funds will have 4 points added to their calculated household score.

In the event of a tie, the household with the largest number of residents shall prevail. If a tie still exists, then the household with the lowest income shall prevail.

- 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.
- 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 LMI or VLI status of the household;
- The number of occupants in the household, categorized by sex; and
- The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, or American Indian/Alaskan Native.)

Application Profile
Form G-1

Local Government Contact Information:

Local Government Name Alachua County		
Street Address 10 SW 2nd Avenue		
City Gainesville	Zip Code 32601	County Alachua
Main Telephone (352) 337-6285	Main Facsimile (352) 381-0124	

Chief Elected Official Lee Pinkoson	Title Chairman
Telephone (352) 264-6900	Facsimile (352) 338-7363
Email Address lpinkoson@alachuacounty.us	

Financial Officer (Local Government) Todd Hutchison	Title Finance Director
Telephone (352) 374-3605	Facsimile (352) 374-5265
Email Address nth@alachuaclerk.org	

Project Contact (Local Government) Tom Webster	Title Housing Programs Manager
Telephone (352) 337-6285	Facsimile (352) 381-0124
Email Address Twebster@alachuacounty.us	
Street Address 10 SW 2nd Avenue	

City Gainesville	State Florida	Zip Code 32601

Local Government's Grant Consultant (if applicable) *Jay Moseley*	*Name and Address of Firm* *Meridian Community Services Group, Inc.* *P.O. Box 357995 Gainesville 32635*	*Telephone Number* *(352) 381-1975*

Application Profile
Form G-1 *(Continued)*

Application Preparer Information		
Preparer's Name Jay Moseley		Organization Preparing Application: _X_ Private ___ RPC ___ Local Government
Street Address P. O. Box 357995		
City Gainesville	State Florida	Zip Code 32635
		Facsimile
Telephone (352) 381-1975		Email Address jmoseley@atlantic.net

Application Type: Indicate the type(s) of funding requested. A completed application must include the appropriate sections as provided below. **A Planning and Design Specifications grant will not be offered unless the appropriate Planning and Design Specifications Grant box(es) are checked.** (These grants are not a separate category but may be offered to an applicant in Neighborhood Revitalization or Commercial Revitalization with an application score below the fundable range for a full grant and which does not have completed construction plans and specifications.)

____ Commercial Revitalization (Part IV)	____ Economic Development (Part V)
_X_ Housing (Part VI)	____ Neighborhood Revitalization (Part VII)
____ Planning and Design Specifications Grant – Neighborhood Revitalization	____ Planning and Design Specifications Grant – Commercial Revitalization

If you will accept a Planning and Design Specifications Grant, indicate amount being requested for:

Basic Engineering $	Additional Engineering $	Administration $

Funding Preference: The applicant may submit a Commercial Revitalization and a Housing application, or a Commercial Revitalization and a Neighborhood Revitalization application, but not a Housing and a Neighborhood application. Applicants will not be considered for an additional Commercial Revitalization, Housing or Neighborhood Revitalization grant until all previously awarded Planning and Design Specifications grants have been administratively closed by the Department.

Did you submit more than one application? Yes____ No _X_

If so, what category of funding do you prefer? _____ Neighborhood Revitalization ____ Commercial Revitalization ____ Housing

Dates of Public Hearings on the Application:	First Public Hearing June 28, 2011	Second Public Hearing August 9, 2011
Dates of Advertisement of Public Hearings:	First Public Hearing June 21, 2011	Second Public Hearing

Application Profile
Form G-1 *(Continued)*

Demographics		
U.S. Congressional District Number 3		
Florida Senate District Number 14	Florida House District Number 23	
Census Place	Census Tract	Census Block Group(s)

Grant Request: Maximum grant requests are based on the jurisdiction's LMI population as determined by HUD. Please see the table below.

LMI Population	**Maximum Grant Request**
1 – 499	$600,000.00
500 – 1,249	$650,000.00
1,250 – 3,999	$700,000.00
4,000 – and above	$750,000.00

Local Government's LMI Population 45,428	Grant Request $750,000

Answer the following questions by circling the correct response.

Historic Preservation Will the project impact a building, public improvement or planned open space more than 50 years old? (See instructions.)	Yes	No
Interlocal Agreement Will project activities require an interlocal agreement? If yes, the interlocal agreement must be provided in the Supporting Documentation Section. (See instructions.)	Yes	No
State of Financial Emergency Has the local government been declared to be in a state of financial emergency pursuant to Section 218.50 – 218.504, F.S., at any time during the two years prior to submission of the application? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees	Yes	No

Grant Preparation Costs
The applicant may request grant funds for the cost of grant application preparation. See instructions if funds are requested.

Does the applicant wish to request grant funds for the cost of grant application preparation?	Yes	No
Amount $	If yes, grant preparation cost documentation must be included in the Supporting Documentation Section.	

National Flood Insurance Program – Indicate whether or not the local government is a current participant in the NFIP.	Yes	No

Project Narrative
Form G-2

Describe the proposed project using the guidelines in the instructions. Use additional pages as needed.
Please see the instructions on the following page relating to applications for Economic Development loans. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions provided for each respective category.

Alachua County intends to use $750,000.00 in CDBG funding to assist residents throughout the unincorporated areas of the County with necessary housing repairs. At a minimum, 10 LMI housing units of which 4 units will be VLI will be rehabilitated consistent with the adopted housing code. Assistance to housing units will be provided through construction repairs or replacement and temporary relocation of residents, as may be required. A relocation allowance will be provided to residents that must be temporarily relocated. Necessary repairs may be provided in the form of renovation of existing housing units or demolition/replacement of the entire housing unit. Currently, the grant application is budgeting $632,500.00 for housing rehabilitation/replacement, $5,000.00 for temporary relocation and $112,500.00 administration costs. Alachua County will also spend $100,000 in County SHIP funds as leverage. SHIP funds will be spent after site visit and before final close out as supplemental funds for CDBG housing applicants. All housing units will be LMI or VLI meeting the national objective.

General Scoring Criteria
Form G-3

1. Enter the Local Government's Community-Wide Needs Score This document is posted to the Department's website at: http://www.floridacommunitydevelopment.org/cdbg/index.cfm	Score: 137.88
2. Special Designation Score Check all applicable designations and enter a score of 20 if all activities, are within any of the boundaries of the following designated areas.	Score: 0

___ Empowerment Zone, Enterprise Community, or Champion Community, pursuant to the Economic Empowerment Act of 1993	___ Rural Area of Critical Economic Concern designated by the Governor or ___ Rural Economic Development Initiative (REDI) community
___ Area of Critical State Concern pursuant to Chapter 380.05, F.S.	___ Florida Enterprise Zone pursuant to Chapter 290.0065, F.S.
___ HUD-designated Renewal Community	___ Front Porch Community

3. Grant History Score If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points.	Score: 0

4. Outstanding Performance in Equal Employment Opportunity (EEO)

The applicant may claim **up to 25 points** for achievement in M/WBE contracting in the most recent CDBG grant administratively closed out not more than four years before application deadline date. Review the M/WBE reports submitted to DCA for that grant and enter a score based on the achievement reported.

Grant Number: 09DB-4N-11-01-H19

207,414.50 ÷ 625,165.04 X 100 = 33.18 M/WBE %
Amount Awarded to M/WBE firms Total Prime Contracts Amount

	M/WBE %	Points
____	5.0 – 9.99%	5
____	10.0 -14.99%	10
____	15.0 -19.99%	20
33.18	20%+	25

If the applicant has not administratively closed out a CDBG grant within four years of the application deadline date, score 5 points.

Score: 25 (Maximum 25 points)

General Scoring Criteria
Form G-3 *(Continued)*

Local Government Minority Employment						
The applicant may claim **up to 60 points** for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.						
Number of Permanent Full-time Equivalent **Minority** Applicant Employees 218	÷	Number of Permanent Full-time Equivalent Applicant Employees 840	=	Applicant's Percentage of Minority Employees 25.95 %		
Enter percentage of minorities in the applicant's county: 26.2%						
If the "Prorated 60 Points Score" is claimed, complete the following equation:						
Applicant's Percentage of Minority Employees 25.95	÷	Percentage of Minorities in Applicant's County 26.2	=	Applicant's Percentage of Minority Employees 99.05	X 60	= Points Claimed 59.43
If the applicant has three (3) or less employees, 40 points may be claimed. _____						
Total Score (60 Points Maximum):						

5. Outstanding Performance in Fair Housing

The applicant may claim five points for each of the following Fair Housing goals. See instructions for guidelines and documentation requirements.

	Date	**Score**
Date Fair Housing Ordinance Adopted	**August 9, 1988**	**5**
Date of training or educational program designed for the general public and elected officials	August 9, 2011	5
Date of training or educational program designed for professionals		
Total Score (15 Points Maximum)	15	

Summary Score 99.43

(Transfer this score to the Scoring Summary)

Part III – Sources and Uses of Non-CDBG Funds (Leverage)

Sources and Uses of Non-CDBG Funds
Private, Participating Party, Public Leverage from Non-Local and Local Funding Sources
Form L-1

	Source	Amount Claimed for Scoring	Amount Not Claimed for Scoring	Type (Participating Party, Loan, Grant, Local Government Funds, Donated Land, or Other Leverage)
Activity # 14A	Alachua County SHIP funds	$100,000		Grant – Local Government Funds
Subtotals		$100,000	$	
Total Leverage Claimed for Scoring		$100,000	$	

Use the preceding totals to compute the number of points you are claiming for leverage scoring.

Leverage Score Summary

Leverage Points Calculation for CR, NR and HR

$ 100,000 ÷ $5,000 = 20 Points

Maximum 25 Points

Leverage Points Calculation for ED

$_____ ÷ $10,000 = _____ Points

Maximum 125 Points

Summary Score 20

(Transfer this score to the Scoring Summary)

Part VI – Housing (CDBG-H)

Category Impact
CDBG Funds and Activity Goals Score
Form H-1

	A	B	C	D	E	F
Activity #	Activity Name	Enter CDBG Activity $	% of CDBG Project Cost (B ÷ B1)	Goal Points	Activity Goal Score (C X D)	# of Housing Units To be Addressed by Activity
01	Acquisition (in support of)	$		*		
01	Acquisition in 100 Year Floodplain	$		75		
04A	Clearance	$		35		
15	Code Enforcement	$		45		
04A	Demolition (without subsequent construction)	$		50		
16A	Historic Preservation	$		35		
14A	Housing Rehab/Demolition/Replacement	$632,500	**99.2**	75	**74.41**	**10**
08	Permanent Relocation as a part of Hazard Mitigation	$		75		
08	Permanent Relocation – Other	$		50		
03J	Potable Well Installation**	$		75		
14A	Removal of Housing Architectural Barriers	$		75		
03J	Septic System Installation**	$		75		
14A	Sewer Hookups**	$		75		
08	Temporary Relocation	$5,000	**.8**	75	**.59**	**10**
14A	Utility Hookups, Other**	$		60		
14A	Water Hookups**	$		75		
	1. Total Column B—CDBG Project Cost	$637,500	Total Activity	Goal Score: 100.0	75 (75 maximum)	**10**

	2. Enter CDBG Administrative Funds (Maximum of .15 of total below)	$112,500	* Goal points are same as activity supported. ** Use only if no housing rehabilitation is required. Otherwise, treat as complementary activity to housing rehabilitation activity.	Total Unduplicated Number of Housing Units to be Addressed By All Activities 10
	3. Add B1 and B2 for Total CDBG Funds Requested	**$750,000**		

Low Income and Very Low Income Beneficiary Impact Score

Number of homes to be addressed whose occupants qualify as "low income":
(Note: "low" income means household income does not exceed **50%** of median for your county)

4 homes X 45 points = 180 "low" income beneficiary impact points (180 points maximum)

Number of homes to be addressed whose occupants qualify as " very low income":
(Note: "very low income" means household income does not exceed **30%** of median for your county)
1 home: score 30 points; 2 homes: score an additional 25 points:

2 total "very low" income beneficiary impact points 55 *(55 points maximum)*

Total "very low" and "low" income beneficiary points 235 (235 points maximum)

Average CDBG Cost per LMI Housing Unit

Use the CDBG Funds and Activity Goal Score Spreadsheet to calculate the average CDBG LMI housing unit cost:

$ 637,500 (Total CDBG Project Cost (1B)) ÷ 10 (Total number of LMI Housing Units) = $ 63,750 (Average CDBG LMI Housing Unit Cost)

Based on the average CDBG LMI housing unit cost, enter the appropriate score: Score: 120 120 Points Maximum

"Green" Rehabilitation Standards

If Housing Assistance Plan (HAP) requires all the minimum "green" standards identified in the instructions, score 40 points: 40 Points

If Housing Assistance Plan (HAP) requires all the supplemental "green" standards identified in the instructions, score 35 points: 35 Points

"Green" Rehabilitation Standards Score: 75 Points
75 Points Maximum

Summary Score 505
(Transfer this score to the Scoring Summary)

Part VIII– Certification and Score Summary

I, the undersigned chief elected official or authorized representative of the local government, certify that, to the best of my knowledge, this application for Small Cities Community Development Block Grant funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

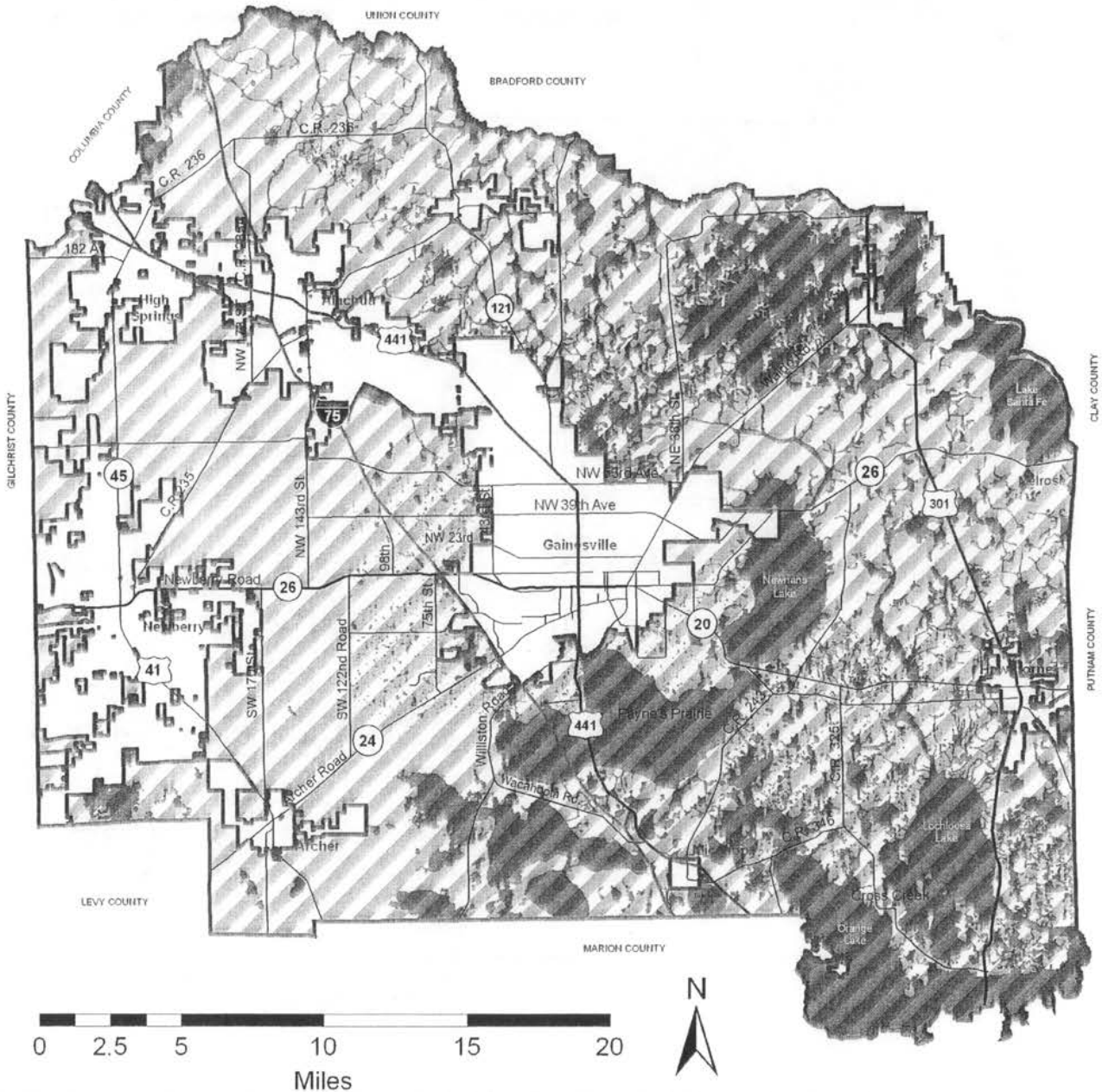
I, the undersigned, certify that the local government (Applicant):

1. Has met all citizen participation requirements:
    - Public hearings were conducted by a member of the local governing body or a duly authorized employee;
    - The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
    - A second public hearing was conducted to obtain citizen comments on the application; and
    - Public notice for the second public hearing was published after the first public hearing was conducted.
2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
3. Will comply with the Intergovernmental Coordination and Review requirements by submitting the required information to the local Regional Planning Council and to the State Clearing House.
4. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
5. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
6. Will administer the grant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
7. Will affirmatively further fair housing and undertake one fair housing activity each year.
8. Has adopted a Community Development Plan or has adopted the Local Comprehensive Plan as the Community Development Plan.
9. Has adopted an Anti-Displacement and Relocation Plan and will minimize the displacement of persons.
10. Has presented accurate information and has documentation on file and readily accessible to Department of Community Affairs.
11. Has authorized the submission of this application by vote of the local governing body.

Failure of the Chief Elected Official to properly sign the application by the deadline, or failure to include a copy of the ordinance or resolution of the governing body authorizing another individual to sign the application, will result in a 50-point penalty being assessed against the application that cannot be eliminated during the completeness process.

Signature of Chief Elected Official or Designee (If signed by a person designated by the local governing body, a copy of the resolution must be included.)		
Signature		
Typed Name and Title Lee Pinkoson, Chairman		
Date		
If signed by a person other than the chief elected official, is a copy of the required resolution included in the Appendices?	Yes	No
Signature of Application Preparer if other than an employee of the Local Government		
Signature		
Typed Name and Title James F. Moseley, Senior Vice President		
Name of Firm or Agency Meridian Community Services Group, Inc.		

MAP 3
100-Year Flood Prone Area Map

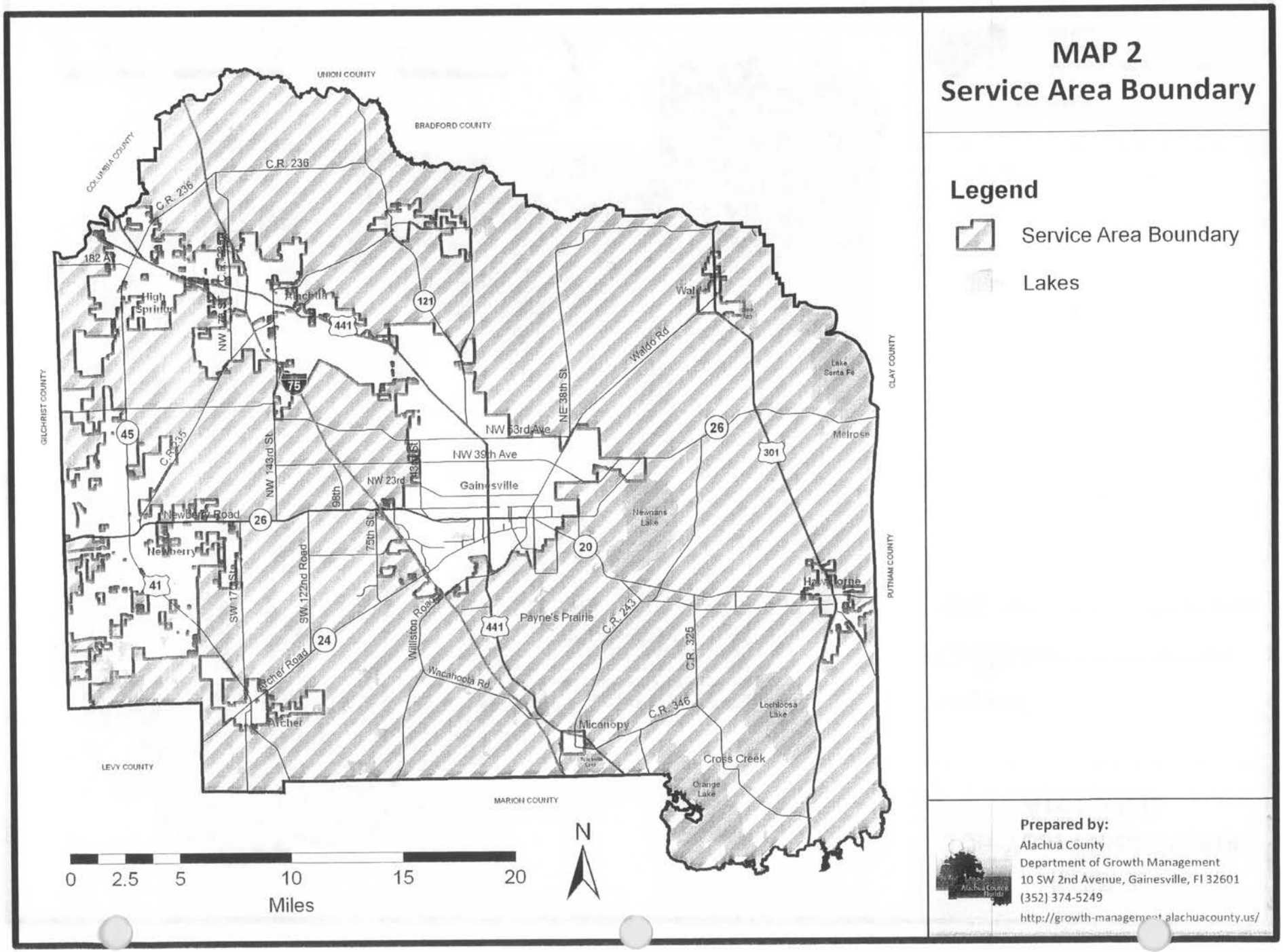


Legend

Service Area Boundary

100-Year Flood Prone Area

Prepared by:
Alachua County
Department of Growth Management
10 SW 2nd Avenue, Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachuacounty.us/

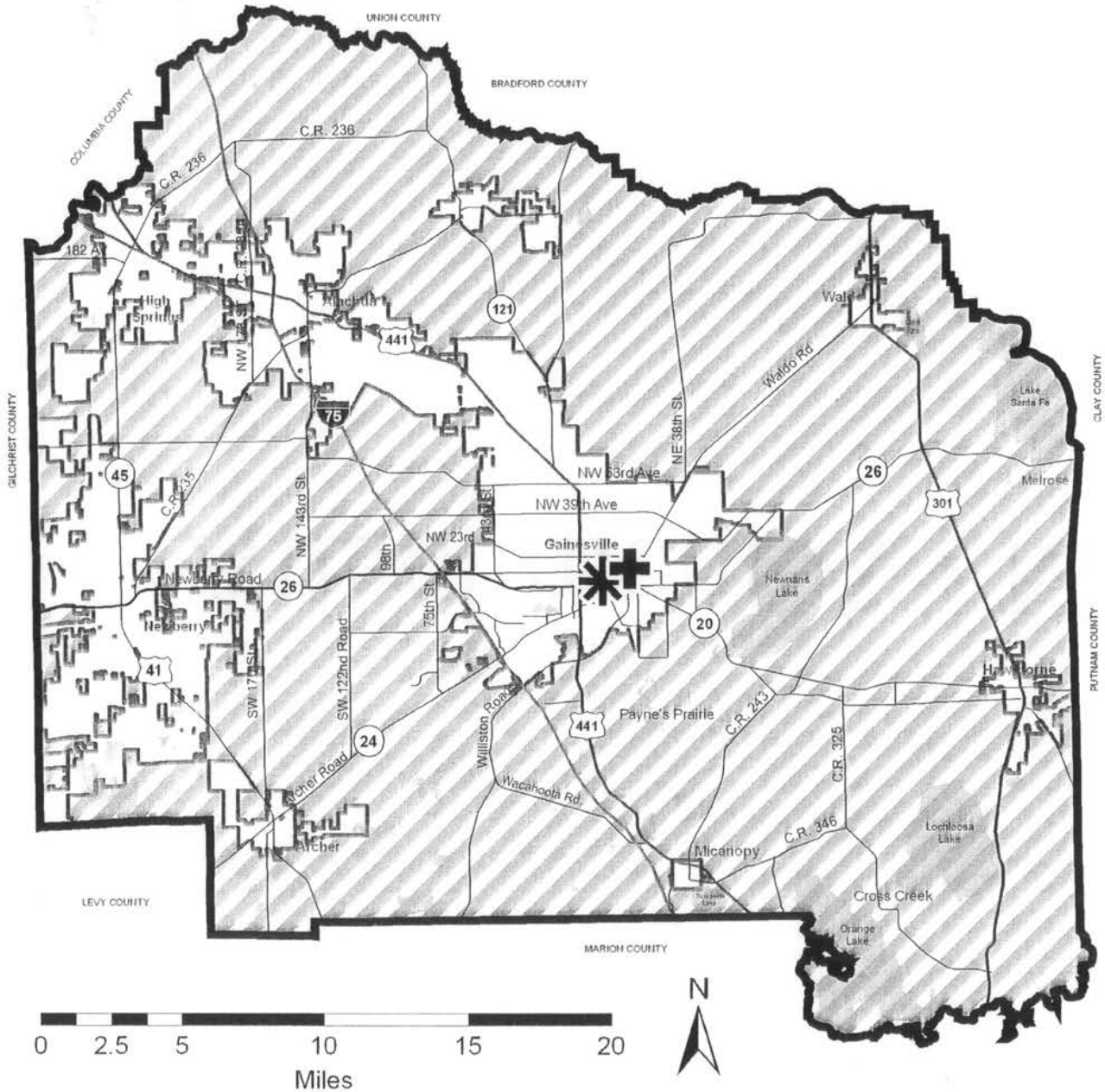


MAP 2
Service Area Boundary

Legend

- Service Area Boundary
- Lakes

Prepared by:
Alachua County
Department of Growth Management
10 SW 2nd Avenue, Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachuacounty.us/



MAP 1
Jurisdiction Map

Legend

- Boundary of the Locality
- Service Area Boundary
- Alachua County CDBG program office
- Alachua County administration building
- Lakes

Prepared by:
Alachua County
Department of Growth Management
10 SW 2nd Avenue, Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachuacounty.us/

Attachment A - Maps

- A scale;
- A north arrow;
- The boundaries of the service area reflecting project beneficiaries;
- The location of all proposed service area activities;
- The boundaries of a special designation, if smaller than the jurisdiction's boundaries, if claiming points for a special designation;
- A visual representation of all the housing units and, for surveyed homes, color or other coding indicating whether the home is LMI, VLI or exceeds the income limits for these categories;
- A method of reference from the housing unit displayed on the map to a Household Income Survey Form;
- The names, streets, route numbers or easily identifiable landmarks where all service area activities are located;
- The location of all "number of units to be addressed" and all "number of units needed" for each activity in the service area and the major components of those activities;
- All affected Historic structures, planned open spaces, or public improvements; and
- If applicable, duplicated housing units if any service areas overlap.

3. **100-Year Flood Prone Area Map** unless the U.S. Federal Emergency Management Agency has not issued an official flood map covering the location of the service area.

- The boundaries of the service area where the activities will be concentrated; and
- An enlarged portion or portions of the flood prone area if any activities are located in whole or in part in the flood prone areas.

Appendix B: Comprehensive Plan Documents, as Amended
Attach relevant portions/excerpts to document that the activities proposed in the application are not inconsistent with the adopted plan. Include the relevant data and analysis portions supporting the plan. If the adopted plan is silent on the activities requested, the local government must provide a statement to this effect on local government letterhead.

Appendix C: Local Governing Body's Resolution for Signature Designation
Appendix D: Housing Assistance Plan (Required for all Housing Applications)
Appendix E: Public Hearing Documentation

Place all supporting documentation, in the order it is referenced in the application in this section. Separate the documents with a titled tab or titled colored paper.

APPENDIX	TITLE	PAGE
A	Maps - Jurisdiction, Service Area, 100-Year Flood Plain (Required)	
B	Comprehensive Plan Documents, as Amended (Required) – Housing Element	
C	Local Governing Body's Resolution for Signature Designation	
D	Housing Assistance Plan	
E	Public Hearing Documentation	

Appendix A: Maps
According to Rule 9B-43.0041(9) (f), F.A.C., failure to submit any of the required maps will result in a 250 point score reduction. To avoid this score reduction, please carefully review the following map requirements. Three clearly legible maps must be included with the application:

1. **Jurisdiction Map**

- A scale;
- A north arrow;
- The boundaries of the locality;
- The boundaries of the service area where the activities will be conducted;
- The boundaries of a special designation if claiming points for a special designation;
- The City Hall or the Count administration building; and
- The location of the CDBG program office, if other than at the City Hall or County administration building.

2. **Service Area Map(s)** – a map for each service area (a properly marked jurisdiction map will suffice for a city-wide activity)

Part IX– Forms and Supporting Documentation

Application Scoring Summary

This form is the applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. If additional pages are needed (number them with a lowercase letter such as 7a, 7b, 7c, etc.). When all of the scores have been transferred to this form, add the scores and enter the total.

Enter Name of Local Government Applicant: Alachua County					**For DCA Use Only: Application Number**	
Enter Type of Application(s): Housing **Complete this form for each application submitted.**						
FORM	**TITLE/SCORE**	**PAGE**	**CR**	**ED**	**H**	**NR**
	1. Community-Wide Needs Score (250 Points Maximum)				137.88	
	2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (100 points maximum)				99.43	
	3. Program Impact (650 Points Maximum):					
	• Special Designation Score (20 Points Maximum)				0	
	• Grant History Score (100 Points Maximum)				0	
	• Leverage (Note: 25 Points Maximum for CR, NR and H and 125 Points Maximum for ED)				20	
	• Category Score Summary				505	
	Total Program Impact Score				**505**	
	TOTAL APPLICATION SCORE (1000 Points Maximum)				762.31	
	LESS PENALTIES ASSESSED (For DCA Use Only)					
	FINAL SCORE (For DCA Use Only)					

Place all supporting documentation, in the order it is referenced in the application in this section. Separate the documents with a titled tab or titled colored paper.

APPENDIX	TITLE	PAGE
A	Maps - Jurisdiction, Service Area, 100-Year Flood Plain (Required)	
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1. **Jurisdiction Map**
- A scale;
- A north arrow;
- The boundaries of the locality;
- The boundaries of the service area where the activities will be conducted;
- The boundaries of a special designation if claiming points for a special designation;
- The City Hall or the Count administration building; and
- The location of the CDBG program office, if other than at the City Hall or County administration building.

2. **Service Area Map(s)** – a map for each service area (a properly marked jurisdiction map will suffice for a city-wide activity)

- A scale;
- A north arrow;
- The boundaries of the service area reflecting project beneficiaries;
- The location of all proposed service area activities;
- The boundaries of a special designation, if smaller than the jurisdiction's boundaries, if claiming points for a special designation;
- A visual representation of all the housing units and, for surveyed homes, color or other coding indicating whether the home is LMI, VLI or exceeds the income limits for these categories;
- A method of reference from the housing unit displayed on the map to a Household Income Survey Form;
- The names, streets, route numbers or easily identifiable landmarks where all service area activities are located;
- The location of all "number of units to be addressed" and all "number of units needed" for each activity in the service area and the major components of those activities;
- All affected Historic structures, planned open spaces, or public improvements; and
- If applicable, duplicated housing units if any service areas overlap.

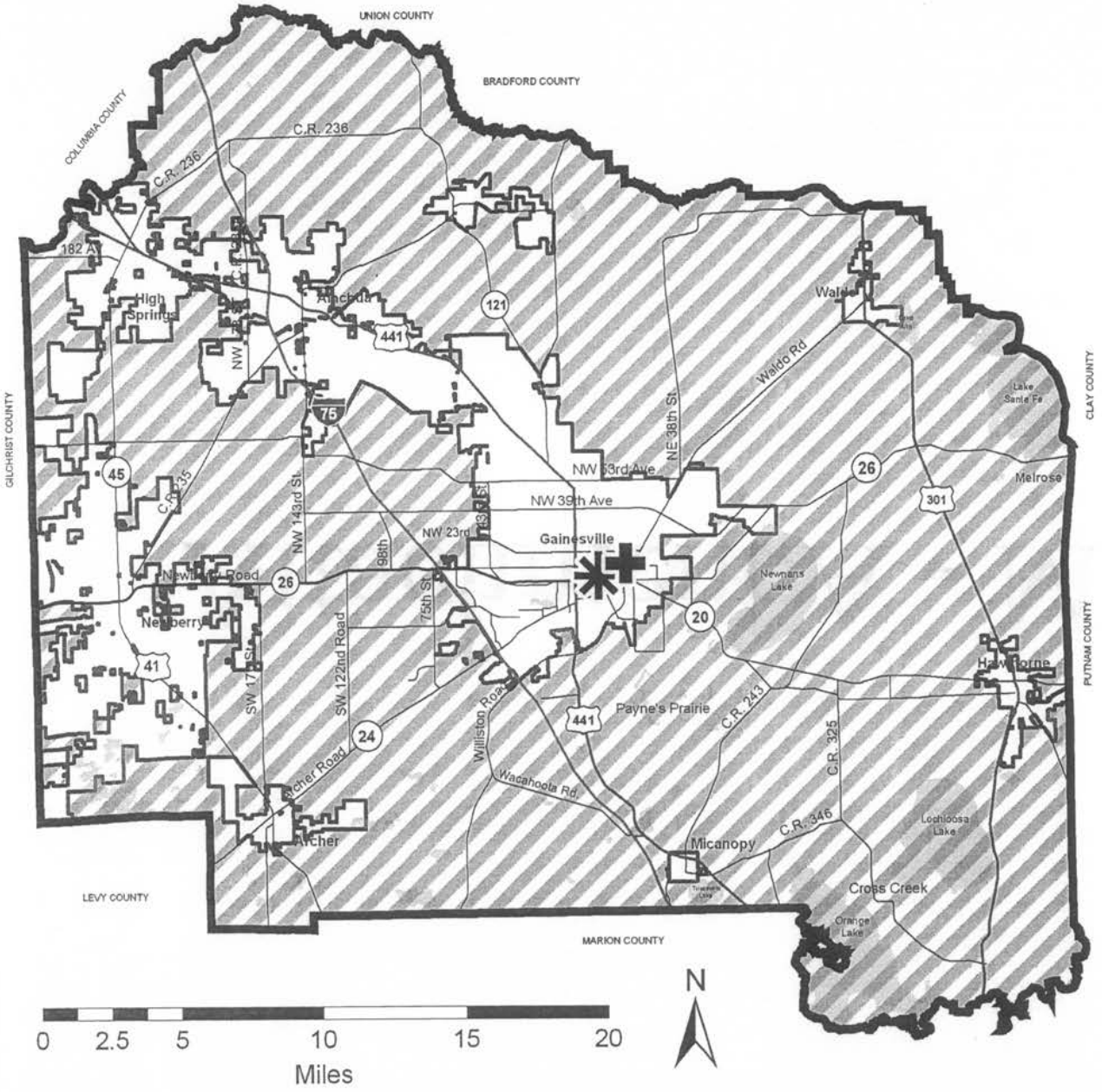
3. **100-Year Flood Prone Area Map** unless the U.S. Federal Emergency Management Agency has not issued an official flood map covering the location of the service area.

- The boundaries of the service area where the activities will be concentrated; and
- An enlarged portion or portions of the flood prone area if any activities are located in whole or in part in the flood prone areas.

Appendix B: Comprehensive Plan Documents, as Amended
Attach relevant portions/excerpts to document that the activities proposed in the application are not inconsistent with the adopted plan. Include the relevant data and analysis portions supporting the plan. If the adopted plan is silent on the activities requested, the local government must provide a statement to this effect on local government letterhead.

Appendix C: Local Governing Body's Resolution for Signature Designation
Appendix D: Housing Assistance Plan (Required for all Housing Applications)
Appendix E: Public Hearing Documentation

Attachment A - Maps

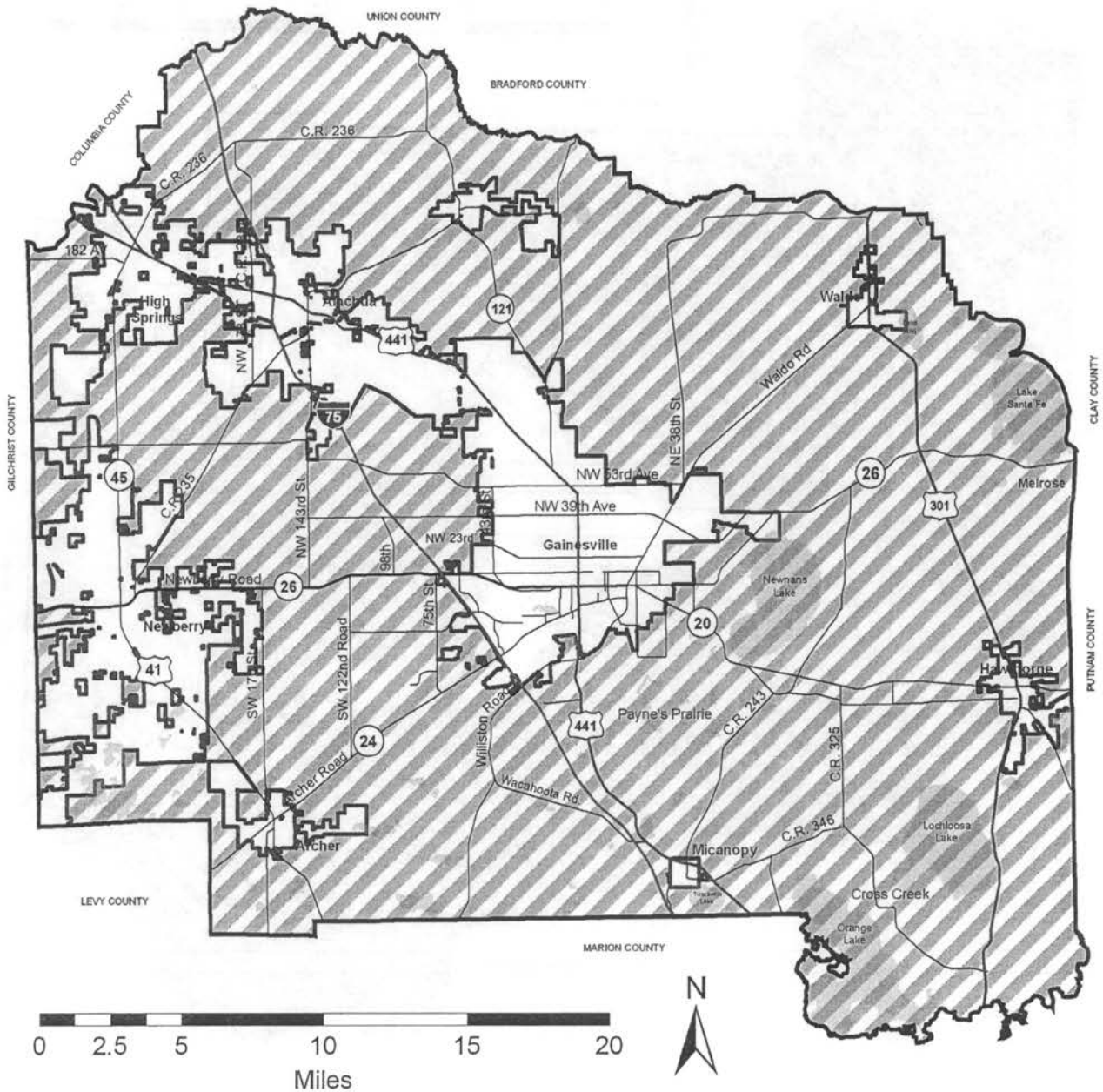


MAP 1
Jurisdiction Map

Legend

- Boundary of the Locality
- Service Area Boundary
- Alachua County CDBG program office
- Alachua County administration building
- Lakes

Prepared by:
Alachua County
Department of Growth Management
10 SW 2nd Avenue, Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachuacounty.us/



MAP 2
Service Area Boundary

Legend

Service Area Boundary

Lakes

Prepared by:
Alachua County
Department of Growth Management
10 SW 2nd Avenue, Gainesville, Fl 32601
(352) 374-5249
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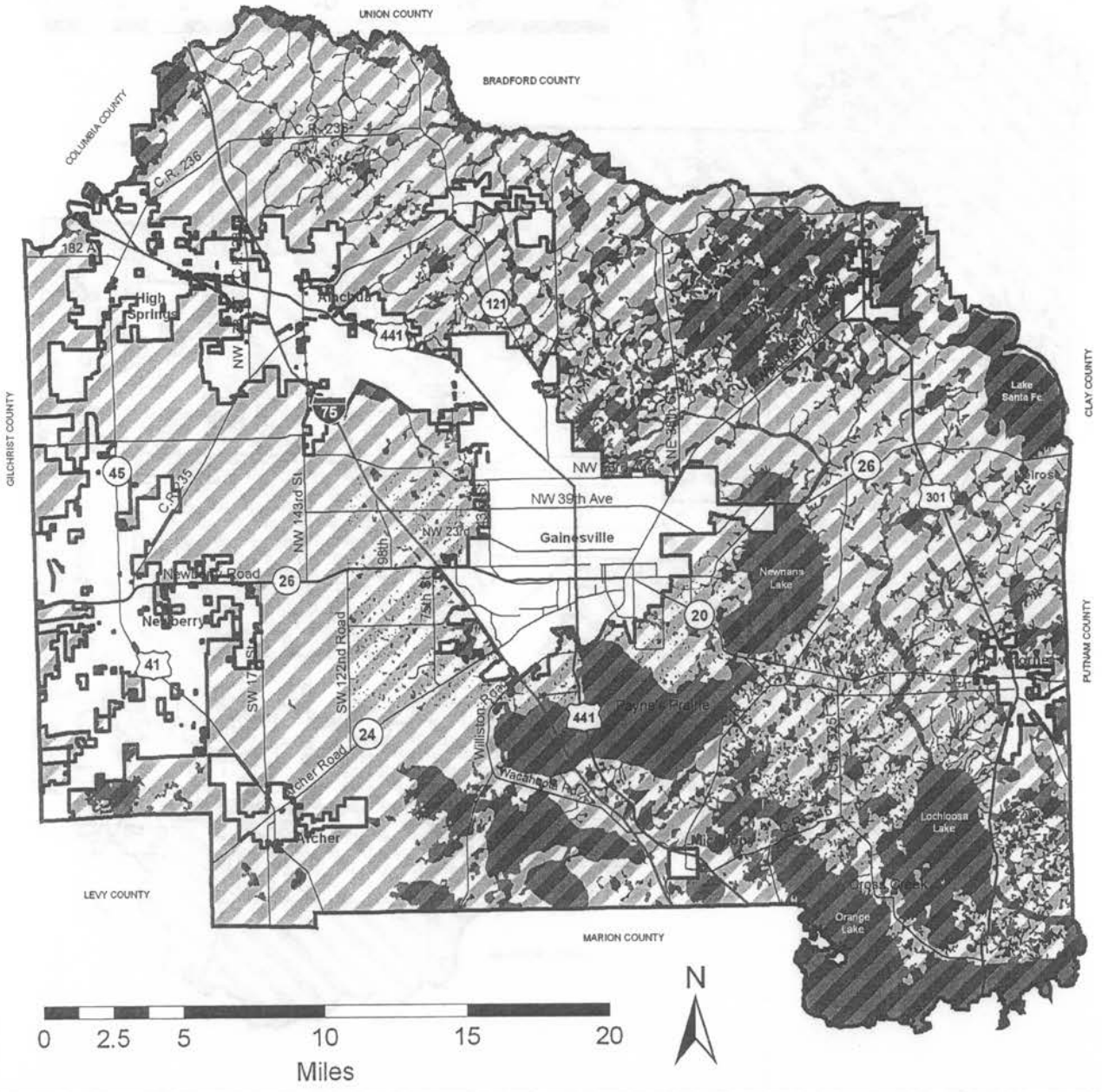


MAP 3
100-Year Flood Prone Area Map

Legend

Service Area Boundary

100-Year Flood Prone Area

Prepared by:
Alachua County
Department of Growth Management
10 SW 2nd Avenue, Gainesville, Fl 32601
(352) 374-5249
http://growth-management.alachuacounty.us/

Alachua County Community Development Block Grant

Application for Funding

2nd Public Hearing
August 9, 2011

Purpose

- Two public hearings are required for a Community Development Block Grant (CDBG) application.
- This second public hearing will:
  - allow citizens' and commissioners' comment on the final application;
  - approve the grant application, as amended; and
  - provide direction to staff to finalize and submit the $750,000 CDBG Housing Rehabilitation grant application.

Background

The CDBG Program is:

- A federal grant program that, through the State of Florida, Alachua County is eligible to apply for;
- A primary source of funding for housing and community development;
- Used for a variety of community development activities such as residential and nonresidential property rehabilitation, homeownership assistance, and economic development.

CDBG Objectives

National objectives:

- Undertake activities that principally benefit low and moderate income persons;
- Prevent or eliminate slum or blight;
- Address urgent needs of recent origin for which there is no other funding.

Small Cities CDBG Program

Florida's Small Cities CDBG Program:

- Funded by the U.S. Department of Housing and Urban Development (HUD);
- Administered by the Department of Community Affairs (DCA);
- Available to cities with less than 50,000 residents and unincorporated counties with less than 200,000 residents.

Grant Categories

There are four primary categories under which Alachua County may apply for funding:

- Housing Rehabilitation;
- Neighborhood Revitalization;
- Commercial Revitalization;
- Economic Development.

Housing Rehabilitation

Objective is to improve housing conditions and expand housing opportunities for very low, low, and moderate income persons by:

- Rehabilitation of substandard houses;
- Demolition of dilapidated housing;
- Relocation to replacement housing;
- Installation of wells/septic tanks (where potable water or sewer service is not available);
- Mitigation of future natural disaster hazards.

Previous CDBG Funded Projects

Alachua County has successfully applied for funding and implemented projects under the Housing Rehabilitation category.

Grant Ceiling

- The LMI population determines the amount of money that can be received.
- Alachua County is eligible to apply for $750,000 in funding.

CITY OR COUNTY LMI POPULATION	GRANT CEILING
1 - 499	$600,000
500 - 1,249	$650,000
1,250 - 3,999	$700,000
4,000 - 10,549	$750,000
10,500 & above	$750,000

Grant Application

- The state does not target Small Cities CDBG funding to particular areas.
- The application process favors local governments that have undertaken fair housing and equal opportunity activities.
- Grants are awarded based on competitively-scored applications.
- Additional points awarded for matching funds.
- SHIP match of $100,000 provides additional 20 points.

Application Process

- Select a grant category that meets community needs after hearing citizens' and commissioners comments during 1st public hearing;
- Create grant application;
- Finalize and submit application after public review and comment during 2nd public hearing.

Recommendation

- Hold public hearing for citizen and Board comment on Final CDBG Housing Rehabilitation grant application;
- Approve CDBG grant application, as amended;
- Authorize the Chair to sign the grant application and related enabling documents;
- Direct staff to finalize and submit the CDBG Housing Rehabilitation grant application to DCA.

Next Steps

- Staff will finalize grant application as directed;
- County will submit grant application to DCA before the August 15, 2011 deadline.

August 9, 2011 Regular BoCC Meeting
Agenda Item #25

Title
Public Hearing on Gainesville Reserve Area Update (Amended)

Amount
N/A

Description
Request to adopt Resolution designating an updated Reserve Area for annexation, as proposed by the City of Gainesville under the Boundary Adjustment Act.

Recommendation
Adopt the Resolution designating an updated Reserve Area for the City of Gainesville and an updated Statement of County Services for the Gainesville Reserve Area, in accordance with the Boundary Adjustment Act. Authorize transmittal of a letter from the County Manager to the City of Gainesville and other municipalities to notify them of the Board's decision and provide an updated countywide map of Reserve Areas.

Alternative(s)
If the Board does not adopt the Resolution designating an updated Reserve Area for the City of Gainesville, then approve a motion to maintain the Reserve Area as adopted in 2006 for Gainesville, and authorize transmittal of a letter from the County Manager to the City of Gainesville and other municipalities to notify them of this decision.

Requested By
Ben Chumley, Senior Planner, on behalf of County Annexation Team (374-5249)

Originating Department
Growth Management

Attachment(s) Description
Resolution with Exhibit A, updated Reserve Area for City of Gainesville, and Exhibit B, Statement of County Services for the Gainesville Reserve Area; Detailed Map of Gainesville proposed Reserve Area Change; Context Map of Gainesville Proposed Reserve Area Change; GRU Project Area Map; Excerpts from Boundary Adjustment Act on five-year review of Reserve Areas, criteria, and designation of Reserve Areas; City of Gainesville staff analysis of how proposed area meets the criteria for reserve areas under the Boundary Adjustment Act; City of Gainesville Statement of Services; GRU Letter and Backup dated July 22, 2011; Powerpoint Presentation.

Documents Requiring Action
Resolution designating an updated Reserve Area for the City of Gainesville, and adopting an updated Statement of County Services for the Gainesville Reserve Area.

Executive Summary
The Boundary Adjustment Act (BAA), a special act of the legislature governing annexation in Alachua County, provides for designation of "Reserve Areas", setting the boundaries within which each municipality may annex land. The BAA provides for review of Reserve Areas every five years. The last update was completed in 2006. In accordance with the BAA, the County initiated the current five year review in January 2011 with letters to municipalities asking if they desired to change their Reserve Areas as adopted in 2006. Eight municipalities did not identify any desired change, and the County Commission reviewed those

responses on March 22nd, and also indicated no desire to change the Reserve Areas. In April, the City of Gainesville proposed a change to add approximately 1,600 acres of the northern end of Paynes Prairie to its Reserve Area. That request was denied by the County Commission at a public hearing on June 14th. The City/Gainesville Regional Utilities then submitted a "Motion for Reconsideration and/or Rehearing" dated June 22nd, and on June 28th, the County Commission voted to accept the request for reconsideration and hold another public hearing to consider an amended reserve area change which would consist of a smaller area than the one which the City had previously proposed. This public hearing will consider the City's amended request which would add approximately 740 acres to the Gainesville Reserve Area.

Background

The Alachua County Boundary Adjustment Act (BAA) was adopted as a special act by the Florida legislature in 1990 "to set forth procedures for establishing municipal reserve areas and for adjusting the boundaries of municipalities through annexations..." within Alachua County. The purposes identified in the BAA are to: (1) Ensure sound urban development and accommodation to growth; (2)Ensure the efficient provision of urban services to areas that become urban in character; (3) Ensure that areas are not annexed unless municipal services can be provided to those areas; (4) Promote cooperation between municipalities and Alachua County regarding the provision of services and regulation of urban areas at the boundaries of municipalities; (5) Assure that the procedures relating to annexation protect all parties affected; (6) Encourage development in designated reserve areas that efficiently utilize services and prevent sprawl. The BAA provides procedures for amending reserve area designations and statements of services through review every five years. Excerpts from the BAA relating to this five year review, the establishment of reserve areas, and criteria for designating reserve areas are attached. In January 2011, Alachua County initiated the review of the Reserve Areas as last updated and adopted by Resolutions of the County Commission, which became effective in March 2006, by letter from the County Manager to each City Manager requesting them to indicate whether they desired to change the reserve area for their municipality, or continue the Reserve Area as last adopted in 2006. Eight municipalities responded and did not identify a desire to change their reserve area. The City of Gainesville indicated a desire to change its Reserve Area. In reviewing the Reserve Areas and the responses from the municipalities at its meeting on March 22nd, the County Commission indicated it had no desire to change the Reserve Areas adopted in 2006. At a public hearing on April 21st, the Gainesville City Commission proposed an initial change to its Reserve Area. The area initially proposed to be added by the City to its 2006 Reserve Area comprised approximately 1,600 acres at the northern end of Paynes Prairie State Preserve. A portion of the 1,600 acre addition to the Reserve Area would be used for GRU's proposed Paynes Prairie Sheetflow Restoration Project. Gainesville's Reserve Area, as last updated in 2006, was approximately 69,000 total acres. The proposed addition to the Reserve Area would potentially allow for the future annexation of that area into the City of Gainesville. The County Commission held a public hearing on June 14th and denied the resolution which would have added the proposed 1,600 acres to the Gainesville Reserve Area. There was discussion at that hearing about the size of the reserve area addition (1,600 acres) as compared to the size of the Sheetflow Restoration "Project Area" (260 acres). Following the June 14th public hearing, the City/GRU submitted a "Motion for Reconsideration and/or Rehearing" dated June 22nd to the County, and on June 28th, the County Commission voted to accept GRU's request for reconsideration and/or rehearing and authorize advertisement of another public hearing to be held on or before August 9th. As part of the discussion at the June 28th meeting, it was indicated that this public hearing would be for a smaller land area which would more closely correspond to the Paynes Prairie Sheetflow Restoration project area. On July 7, the City of Gainesville Commission approved a revised proposed change to its Reserve Area, as described in the attached letter and backup documentation from GRU dated July 22, 2011, including a Powerpoint Presentation with detailed information on the Sheetflow project which GRU has indicated it would like to present at this public hearing. The revised proposal would add approximately 740 acres to the Gainesville Reserve Area and would more closely correspond to the "project area" of the Paynes Prairie Sheetflow Restoration Project as shown on the attached map (see GRU Project Area Map attached). The information provided by the City and GRU (attached) also includes an analysis of the proposed Reserve Area change and how it meets the criteria for Reserve Areas established in the Boundary Adjustment Act. The attached Resolution for adoption by the County Commission includes a map (Exhibit A) showing the amended Reserve Area for the City of Gainesville and an updated Statement of County Services for the Gainesville Reserve Area describing County services provided before and after annexation and related statements in accordance with the BAA (Exhibit B). As provided in Section 225.05(8) of the Boundary Adjustment Act (as codified in the County Code and attached for reference) the updated reserve area designation and statement adopted by the County shall become effective 61 days after August 9th (i.e., October 9th), unless a petition is timely filed challenging the designation in accordance with the BAA. Staff recommends that the County Commission authorize transmittal of a letter from the

County Manager to the City of Gainesville and other municipalities to notify them of the Board's decision to adopt the resolution, and provide an updated countywide map of the Reserve Areas. As noted in the Whereas clause of the Resolution, the Reserve Areas and associated Statements of Services for the municipalities of Alachua, Archer, Hawthorne, High Springs, LaCrosse, Micanopy, Newberry and Waldo as adopted in 2006 would remain in effect and be reviewed in five years in accordance with the BAA. If the County Commission decides to not adopt the Resolution to amend the Gainesville Reserve Area and maintain the same Reserve Area adopted in 2006, then this decision would also become final on the 61st day following August 9th (i.e. October 9th), unless the City agrees to binding arbitration pursuant to Florida Statutes, or the City or any affected person files a petition with the Florida Division of Administrative Hearings challenging the final designation of the Reserve Area as provided in Section 225.05(8) of the BAA. If the County Commission does not adopt the resolution, then staff recommends that the County Commission approve a motion to maintain the Reserve Area as adopted in 2006 for Gainesville, and authorize transmittal of a letter from the County Manager to the City of Gainesville and other municipalities to notify them of this decision and when it would become final. In accordance with the BAA "public notice" for public hearings under the Act consisting of "publication of the time and place of the hearing, including a short description of the proposed action, at least once a week for the two consecutive weeks immediately proceeding the date of the hearing in a newspaper of general circulation in the county" is planned as of the date of submission of this agenda item, and all municipalities in the County will be notified by letter of this hearing.

Issues
Should the County Commission adopt the Resolution designating an updated Reserve Area for the City of Gainesville and adopting an updated Statement of County Services for the Gainesville Reserve Area?

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: RESOLUTION FOR RESERVE AREA 080911.PDF
Attachment: Reserve Area Context Map.pdf
Attachment: Presentation on Gville Reserve Area.pdf
Attachment: GRU Project Area Map.pdf
Attachment: City of Gville Statement Of Services.pdf
Attachment: BAA Excerpts on Reserve Area Update.pdf
Attachment: Reserve Area Addition Detailed Map.pdf
Attachment: GRU Letter and Backup 072211.pdf
Attachment: City of Gville Staff Analysis of BAA Criteria.pdf

GRU
More than Energy™

GAINESVILLE REGIONAL UTILITIES

Water & Wastewater Systems

July 22, 2011

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

JUL 27 2011
COUNTY MANAGER

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

RE: Backup Documentation for August 9, 2011 Board Agenda Item: City of Gainesville Request to Modify Urban Reserve to Add the Area that Includes the Paynes Prairie Sheetflow Restoration Project

Dear Chair Pinkoson:

I am providing this letter and the attached documentation as backup for the August 9, 2011 Alachua County Board of Commissioners hearing of the City of Gainesville request to modify the urban reserve to add the area that includes the Paynes Prairie Sheetflow Restoration Project ("Project").

As you are aware, the City had previously requested modification of the Urban Reserve Area to incorporate an area that includes the project. The Board did not approve this original request. The City subsequently filed a Motion for Reconsideration and/or Rehearing on the Board's denial of the City's request. On June 28, 2011, the Board approved a motion to rehear the City's proposed modifications to the urban reserve on or before August 9, 2011, with the understanding that the City would amend the original request to include a smaller area. On July 7, 2011 the City Commission approved an amendment to the City's request to include a smaller area.

The following information is attached to assist in explaining the basis for the City's request :

- Basis for City of Gainesville Request to Modify Urban Reserve to add the Area that Includes the Paynes Prairie Sheetflow Restoration Project;
- Figures 1 and 2 which show the Project easement area and the proposed area to be added to the Gainesville Urban Reserve Area;
- Figure 3 which shows the area that was originally requested by the City to be added to the Reserve Area; and

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

- Powerpoint presentation GRU proposes to present at the August 9 Board hearing.

We look forward to presenting this information to you at the August 9, 2011 Board meeting. Please feel free to contact me at any time if you have any questions, or if I can be of service.

Sincerely,

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

cc: David Wagoner, County Attorney

BASIS FOR CITY OF GAINESVILLE REQUEST TO CHANGE URBAN RESERVE AREA TO ADD THE AREA THAT INCLUDES THE PAYNES PRAIRIE SHEETFLOW RESTORATION PROJECT

The City of Gainesville ("City") requests that the City's Urban Reserve Area be changed to add the area that includes the Paynes Prairie Sheetflow Restoration Project ("Project"), in accordance with the Alachua County Boundary Adjustment Act. This document describes the basis for this request.

Background

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

On June 14, 2011, the Board of County Commissioners conducted a public hearing in response to the City of Gainesville's request for modifications to the City's Urban Reserve and Statement of Services. At the public hearing, the Board of County Commissioners did not approve a resolution to designate an updated Reserve Area for the City.

On June 22, 2011, the City of Gainesville filed a Motion for Reconsideration and/or Rehearing on the denial of the City's request to add certain property to the City's Urban Reserve Area. On June 28, 2011, the Board of County Commissioners approved a motion to rehear the City's Proposed Modifications to Gainesville's Urban Reserve Area on or before August 9, 2011, with the understanding that the City would amend the original request to include a smaller area.

The intent of the City's request is to add the property that encompasses the Paynes Prairie Sheetflow Restoration Project to Gainesville's Urban Reserve. Although the actual Project site totals 260 acres, it occupies portions of all of the parcels that the City originally sought to include in its Urban Reserve Area, which totaled 1,653 acres. Based on further review and discussions between City and County staff, it was jointly determined that it would be feasible to reduce the size of the requested area by including portions of the parcels.

On July 7, 2011, the Gainesville City Commission approved an amended Map of the Proposed Modifications to the City's Urban Reserve Area to more closely represent the project area of the Paynes Prairie Sheetflow Restoration project. The amended area has been reduced to approximately 740 acres, which encompasses the project area.

The City of Gainesville is proposing a change to its Reserve Area to include the aforementioned area.

Project Description

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

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

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

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

Description of Area Requested for Inclusion in Urban Reserve Area

Figures 1 and 2 (attached) show the Project easement area and the area requested to be added to the Urban Reserve. Figure 3 shows the area that the City originally requested to be added. Although the actual Project site totals 260 acres, the Project occupies portions of several parcels. The City had originally sought to include the entire

area of each of these parcels which total 1,653 acres in its Urban Reserve Area. This was based on the fact that the City cannot subdivide these parcels because they are not owned by the City. However, based on further discussion between City and County staff and according to the County attorneys it was determined that it is feasible to add portions parcels to the Urban Reserve and to later annex these portions. Based on this, and the concerns Board members had raised regarding the size of the requested area, the City amended its request to include a smaller area totaling approximately 740 acres.

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

The area proposed for inclusion in the urban reserve area meets the "urban in character" criteria as described in the Act. "Urban in character" includes areas used for urban recreational or conservation parklands or governmental purposes or areas undergoing development for any of these purposes including any parcels of land retained in their natural state or kept free of development as greenbelt areas. Clearly, this Project, in providing passive recreation, environmental education, conservation, and the governmental and public health purpose of water quality protection, meets these criteria.

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

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

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

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

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

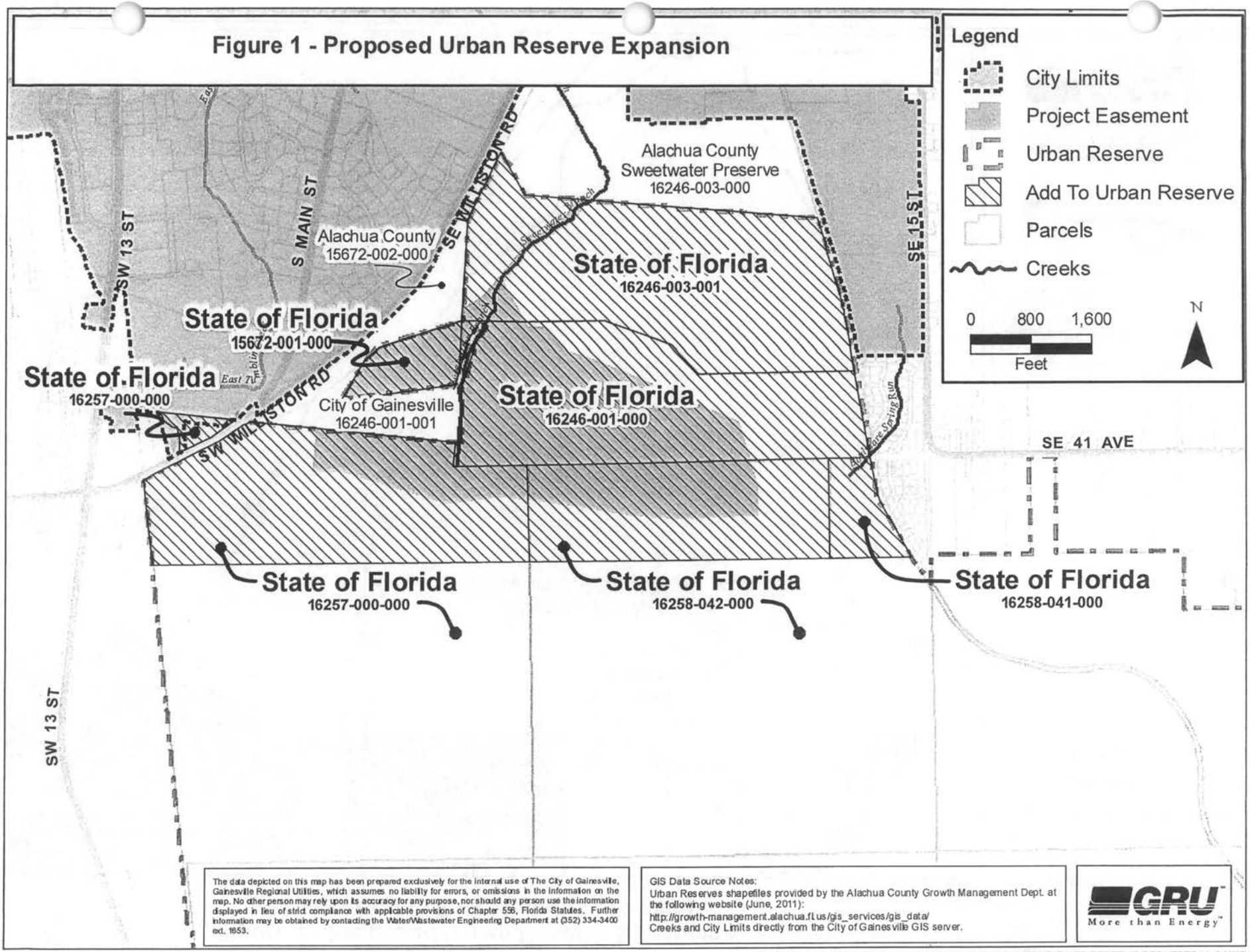
Requested Action

The City requests that the Board adopt the Resolution designating the updated Reserve Area Boundary for the City of Gainesville to include the requested property in accordance with the Boundary Adjustment Act.

Respectfully submitted

David M. Richardson
Assistant General Manager
Water/Wastewater Systems

Figure 1 - Proposed Urban Reserve Expansion



The data depicted on this map has been prepared exclusively for the internal use of The City of Gainesville, Gainesville Regional Utilities, which assumes no liability for errors, or omissions in the information on the map. No other person may rely upon its accuracy for any purpose, nor should any person use the information displayed in lieu of strict compliance with applicable provisions of Chapter 556, Florida Statutes. Further information may be obtained by contacting the Water/Wastewater Engineering Department at (352) 334-3400 ext. 1653.

GIS Data Source Notes:
Urban Reserves shapefiles provided by the Alachua County Growth Management Dept. at the following website (June, 2011):
http://growth-management.alachua.fl.us/gis_services/gis_data/
Creeks and City Limits directly from the City of Gainesville GIS server.

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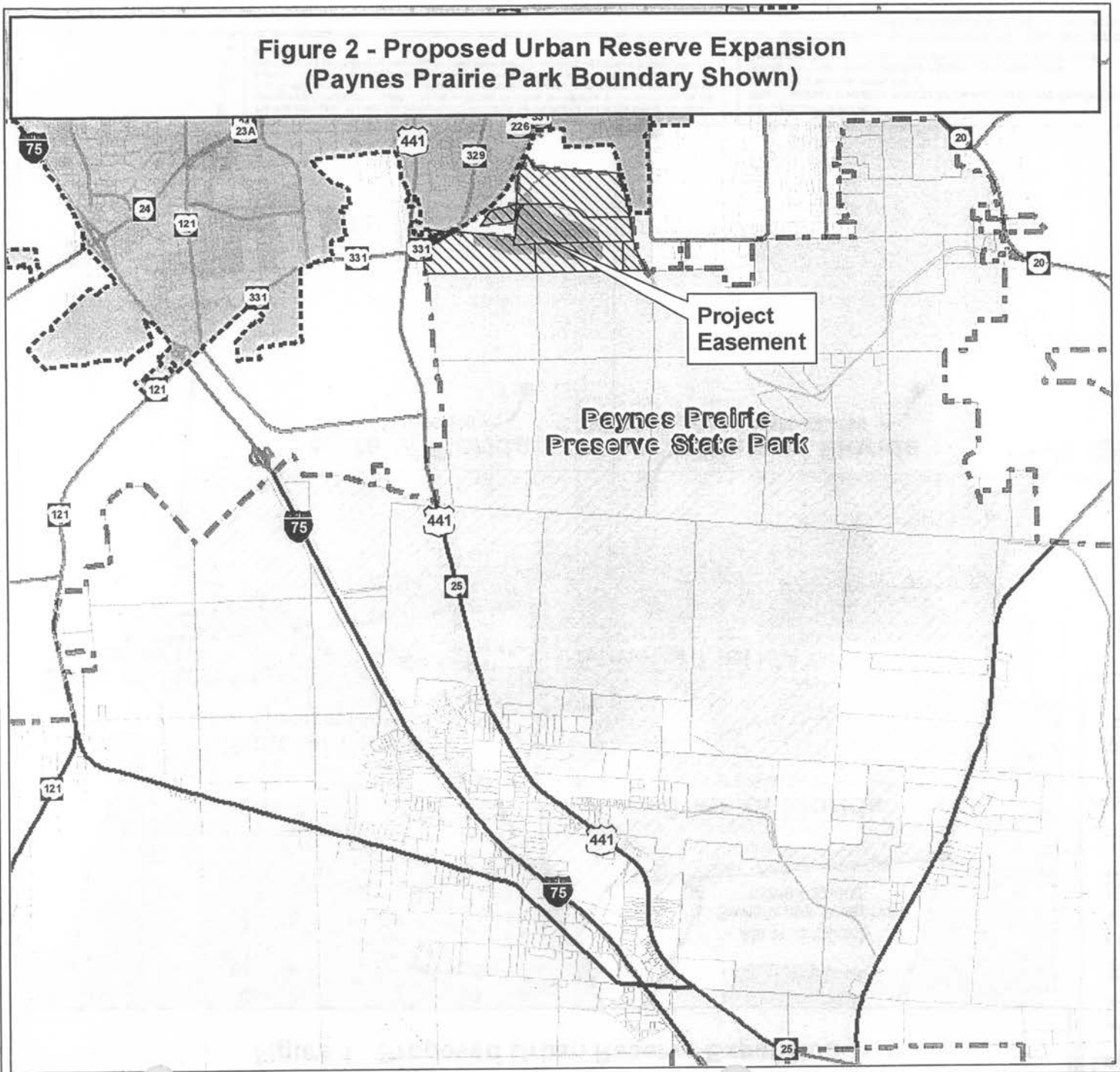
PLOTTED 06/27/2011 BY C.A.O. D:\ARCDATA\PAYNES PRAIRIE\URB RESERVE REQUEST7 11x8.MXD

Figure 2 - Proposed Urban Reserve Expansion (Paynes Prairie Park Boundary Shown)



Legend

- City Limits
- Project Easement
- Urban Reserve
- Add To Urban Reserve
- Prairie Park Bdy
- ACPA Parcels

GIS data sources:
-Parcels from Alachua County Property Appraiser GIS
-City Limits from City of Gainesville GIS
-Park boundary from FDEP

N

0 3,000 6,000
Feet

NOTE: LOCATIONS AND DIMENSIONS ARE GIVEN FOR UTILITIES' STAFF USE ONLY. ENGINEER/CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION

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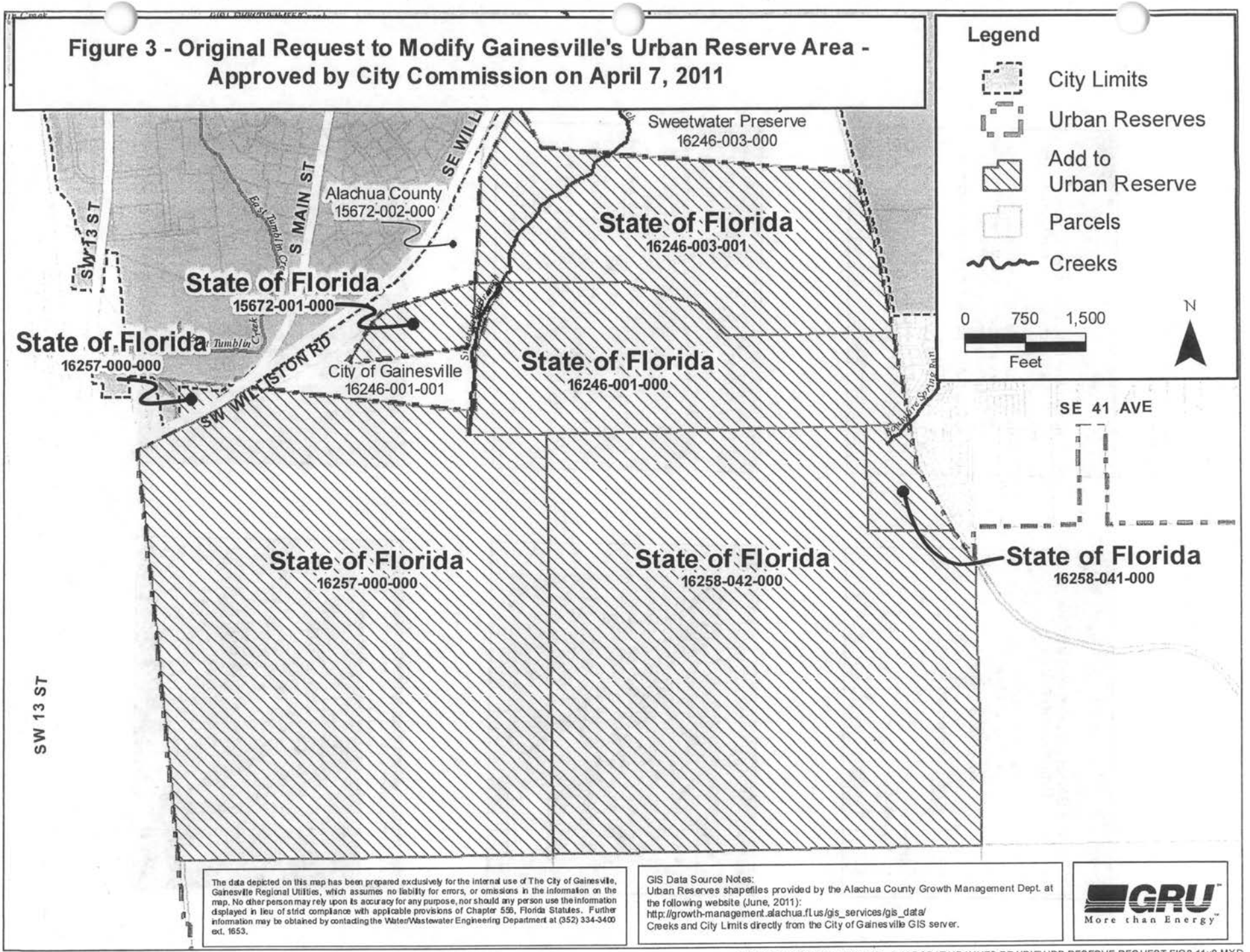
D:\ARCDATA\PAYNES PRAIRIE\URB RESERVE REQUEST\8 8x11.MXD PLOTTED 06/29/2011 BY C.A.O.

Figure 3 - Original Request to Modify Gainesville's Urban Reserve Area - Approved by City Commission on April 7, 2011



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Creeks and City Limits directly from the City of Gainesville GIS server.

GRU More than Energy

PLOTTED 07/19/2011 BY C.A.O. D:\ARCDATA\PAYNES PRAIRIE\URB RESERVE REQUEST FIG3 11x8.MXD

City of Gainesville Request to Modify Urban Reserve Area

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

August 9, 2011

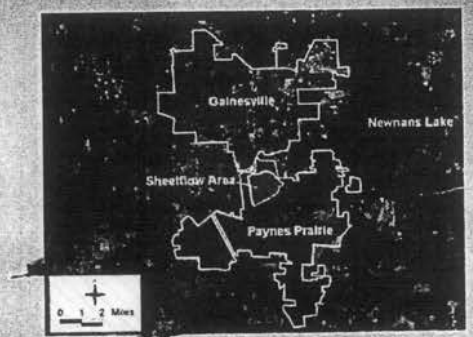
1

Background

- Alachua County Boundary Adjustment Act allows municipalities to request change to urban reserve on 5 year cycle after initial designation
- April 2011 - Gainesville City Commission voted to request a change in its urban reserve area to add the area that includes the Paynes Prairie Sheetflow Restoration Project
- Next opportunity to request changes to urban reserve is not until 2016
- June 14, 2011 – BoCC did not approve City's request
- City requested reconsideration &/or rehearing of BoCC denial
- June 28, 2011 – BoCC Approved motion to rehear

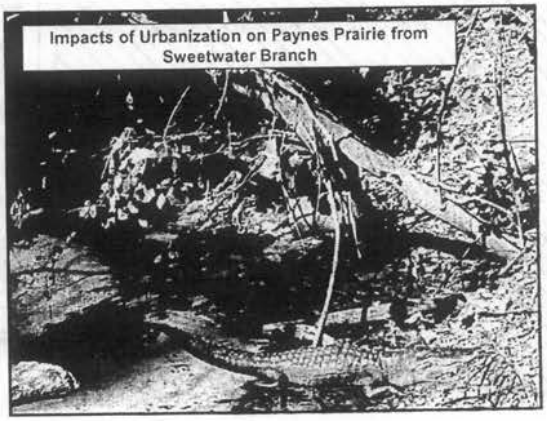
2

Project Location

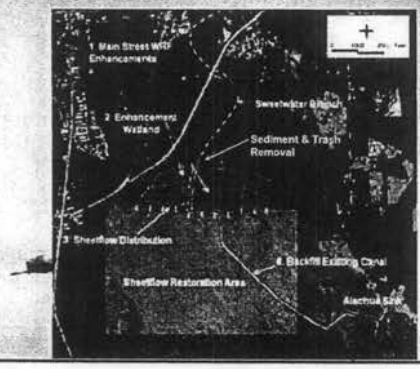


Description of the Problem

- Sweetwater Branch was channeled directly to Alachua Sink in 1930s
- Sheetflow Lost
- 1,300 acres of wetlands impacted.
- Direct flow path from Gainesville to Alachua Sink
- City of Gainesville must reduce nutrient loads from MSWRF and Stormwater Utility for Total Maximum Daily Loads (TMDL)



Paynes Prairie Sheetflow Restoration



13

Project Benefits

1. Improve Water Quality in Alachua Sink
   - Meet TMDL
2. Restore 1,300 ac natural wetlands
   - Rehydrate
   - Remove Trash & Sediment
3. Protect Floridan Aquifer
4. Help Restore flow balance to Paynes Prairie
5. Wildlife habitat & public park
   - Additional conservation land added to park

14

Paynes Prairie Sheetflow Project

- Total Project Capital Cost = $26 Million
- Project Partners
  - City of Gainesville & GRU
    - ***Funding $20 to $23 Million of Project Cost***
    - ***Design, Construct & Operate Project***
  - FDOT
  - Florida DEP
  - St. Johns River Water Management District
  - Alachua County
    - Alachua County Forever – Purchased part of Edwards tract
    - ACEPD water quality monitoring
  - BMAP Working Group

15

Project Operation

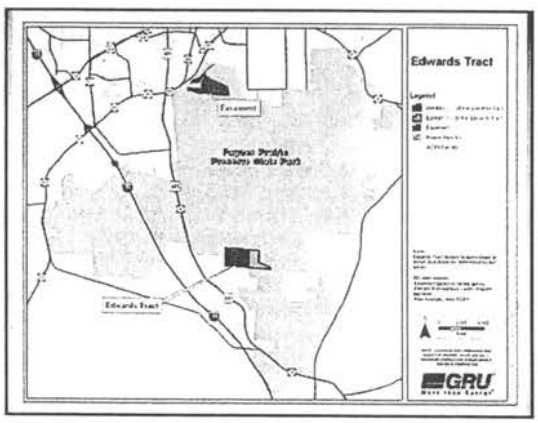
- Annual Operating Cost = $863,000/ year
  - Trash & Sediment Removal
  - Vegetation Management
  - Maintenance & Repair of Structures & Earthwork
  - Operation & Maintenance of Public Access Facilities
  - Monitoring
  - Phosphorus removal at Main Street Water Reclamation Facility
  - Security

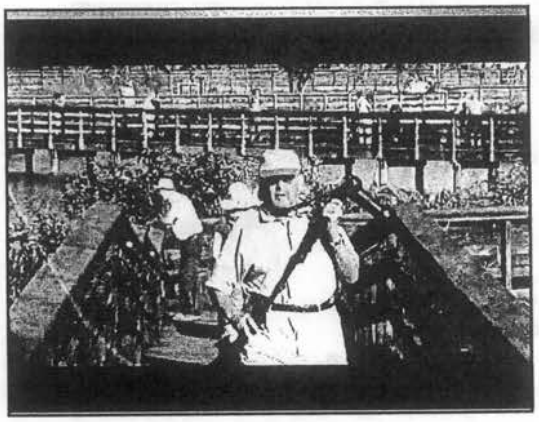
16

Land Rights

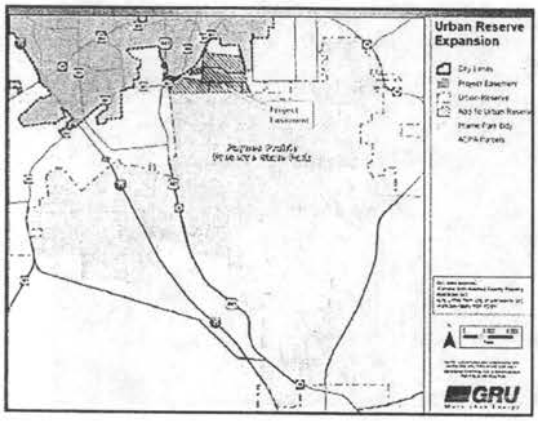
- Easement for Project Area
  - Total Project Area 260 ac
  - 225 ac easement area from State
  - 31 ac is already owned by City
  - Purchased 185 ac upland tract & exchanged for easement from state for Project area
    - City paid $500k share
  - Easement allows construction & operation of this project for life of project
- Negotiating purchase of property from Alachua County for public access
  - Proposed purchase price $10,267 per acre

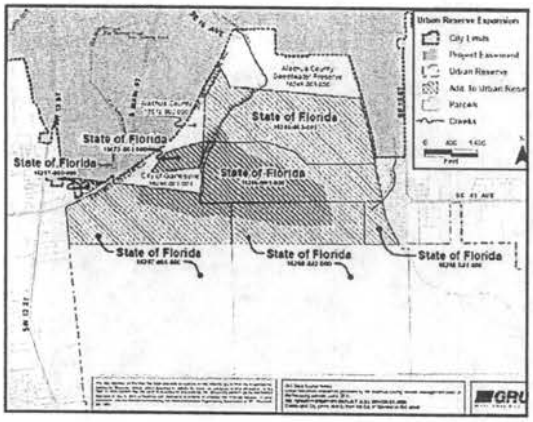
17

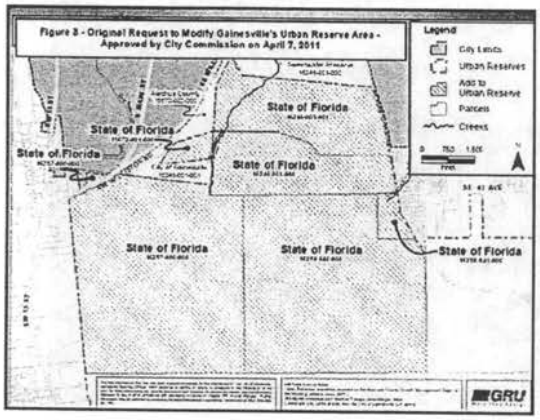


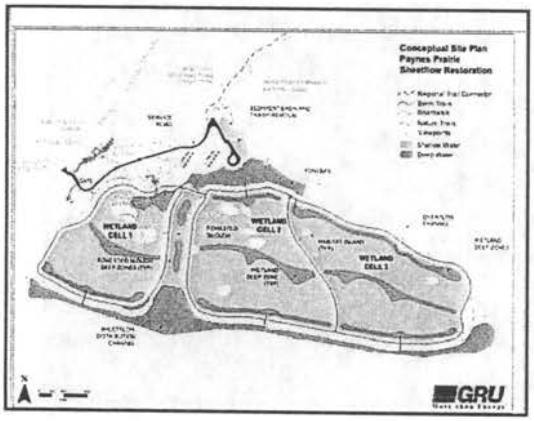


- Board adopt the resolution designating the updated Reserve Area Boundary for the City of Gainesville to include the requested property in accordance with the Boundary Adjustment Act









Requested Area Meets Criteria for Inclusion in Urban Reserve Area

- Boundary Adjustment Act requires area meet one or more "urban in character" criteria
- *"Urban in Character" means an area used for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes including any parcels retained in their natural state or kept free from development as greenbelt areas*
- Proposed area meets criteria
  - Passive recreation, conservation
  - Governmental – water quality protection

23

Importance of Project Being in City's Urban Reserve Area

- City intends to eventually request to annex project area
- Significant investment by City
  - $20 to $23 Million Capital; $863,000 /yr operations
- Significant operations at site
  - Other sites with significant operations have been annexed
    - Deerhaven, Kanapaha WRF
- Florida Dept of Parks & Recreation is amenable to proposed urban reserve addition & eventual annexation
  - Included in MOU for project
- Security Residence
- Park visitors & nearby residents will understand that operation of site is City responsibility

24

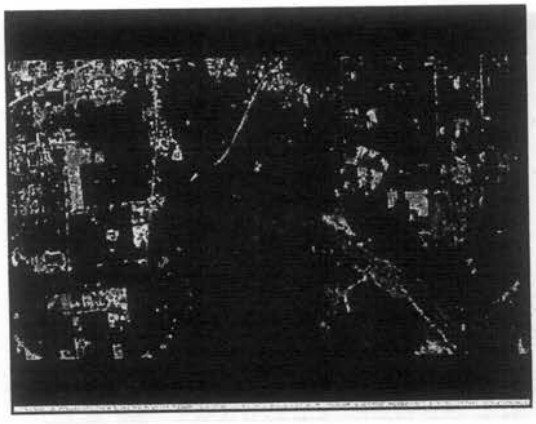
Alachua Sink Total Maximum Daily Load (TMDL)

- Alachua Sink TMDL - 2006
  - Completed by FDEP & approved by EPA in 2006
    - Basin Management Action Plan (BMAP) process started in 2004
  - Requires reductions in Total Nitrogen from All Sources

	% Reduction
Main Street WRF	55%
Stormwater	45%
Other Sources	45%

  - Paynes Prairie Sheetflow Restoration project will meet the TMDL requirements for GRU (Main Street WRF) and the City's Stormwater Utility
  - Project is a major environmental restoration project that addresses several problems in addition to TMDL

11



ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 11- 80

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, DESIGNATING AN UPDATED RESERVE AREA BOUNDARY FOR THE CITY OF GAINESVILLE AND ADOPTING AN UPDATED STATEMENT OF COUNTY SERVICES FOR THE GAINESVILLE RESERVE AREA; PROVIDING FOR REVIEW EVERY FIVE YEARS; PROVIDING FOR FURNISHING OF COPIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Boundary Adjustment Act, Chapter 90-496, Special Act, Laws of Florida, as amended by Chapters 91-382 and 93-347, codified in Chapter 225, Alachua County Code ("the Act"), is a special act governing municipal annexations in Alachua County; and

WHEREAS, the Act provides for the designation of Reserve Areas, which are areas reserved for annexation pursuant to the procedures in the Act by the municipality for which the area is designated; and

WHEREAS, each of the nine municipalities in the County participated in the implementation of the Act and the last update of Reserve Areas and associated Statements of Services, adopted by resolutions of the Board of County Commissioners on January 10, 2006, which became effective on March 13, 2006; and

WHEREAS, the Act requires that Alachua County ("the County") and municipalities review Reserve Area designations and associated Statements of Services every five years; and

WHEREAS, in January of 2011, the County initiated the five year review called for by the Act; and

WHEREAS, in response to the five year review initiated by the County, the Cities of Alachua, Archer, Hawthorne, High Springs, LaCrosse, Micanopy, Newberry, and Waldo indicated they do not desire changes to their Reserve Areas as adopted in 2006, and the County does not desire to change the Reserve Areas and associated Statements of Services as adopted for those municipalities in 2006 which shall remain in effect and be reviewed in five years in accordance with the Act; and

WHEREAS, the City of Gainesville has indicated to the County a desire to make a change to its Reserve Area as adopted in 2006, and, following a public hearing by the City Commission, submitted the proposed revision to its Reserve Area and an updated Statement of Services to the County by letter dated April 28, 2011; and

WHEREAS, the County has prepared an updated Statement of County Services for the Gainesville Reserve Area; and

WHEREAS, the County gave public notice as required by the Act, and conducted a public hearing on the proposed revision to the City of Gainesville Reserve Area and the updated Statement of County Services for the Gainesville Reserve Area on June 14, 2011, following which public hearing, the County voted to deny the proposed revision to the City of Gainesville Reserve Area; and

WHEREAS, on June 28, 2011 the County approved a request by the City of Gainesville to reconsider and conduct another public hearing on a revision to the City of Gainesville Reserve Area; and

WHEREAS, on July 7, 2011, the City of Gainesville Commission approved an amended map of a proposed revision to its Reserve Area; and

WHEREAS, the County gave public notice as required by the Act, and conducted a public hearing on the proposed revision to the City of Gainesville Reserve Area and the updated Statement of County Services for the Gainesville Reserve Area on August 9, 2011; and

WHEREAS, the Board finds that the updated Reserve Area for the City of Gainesville identified in Exhibit A of this Resolution complies with the criteria for designating reserve areas under the Act.

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

1. Updated Gainesville Reserve Area Boundary and Statement. The Reserve Area designated for the City of Gainesville shall be as shown on the map marked as Exhibit "A" attached hereto and incorporated herein. The Statement of Services and position statements for the Reserve Area of Gainesville shall be as set forth in the updated "Statement of County Services for the Gainesville Reserve Area" attached hereto as Exhibit "B" and incorporated herein. Pursuant to Section 225.05(7) of the Act, the Reserve Area designated herein shall be the Reserve Area for the City of Gainesville unless the designation is challenged within 60 days in accordance with Section 225.05(8).

2. Review Every Five Years. The Reserve Area designation and Statement of Services as set forth herein shall be reviewed by the County and the City every five (5) years in accordance with Section 225.07 of the Act, and based on that review, any change shall be initiated in accordance with the Act.

3. Furnishing of Copies of Designation and Statement. The County Manager or his designee is authorized and directed to submit a copy of the final Updated Gainesville Reserve Area designation and Statement of County Services for the Gainesville Reserve Area to each of the Cities within the County.

4. Effective Date. This resolution shall take effect immediately upon the 61st day following its adoption, provided no challenge has been timely filed in accordance with Section 225.05(8) of the Act. In the event that a challenge is properly filed, the Reserve Area designation and Statement of Services shall become effective upon the date the

Division of Administrative Hearings issues a final order, provided the final order is not appealed pursuant to Section 225.05(11) and general law.

DULY ADOPTED in regular session, this 9th day of August, 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

DEPARTMENT APPROVAL AS TO CORRECTNESS:

_____
Department of Growth Management
or Authorized Designee

EXHIBIT A
UPDATED GAINESVILLE RESERVE AREA MAP

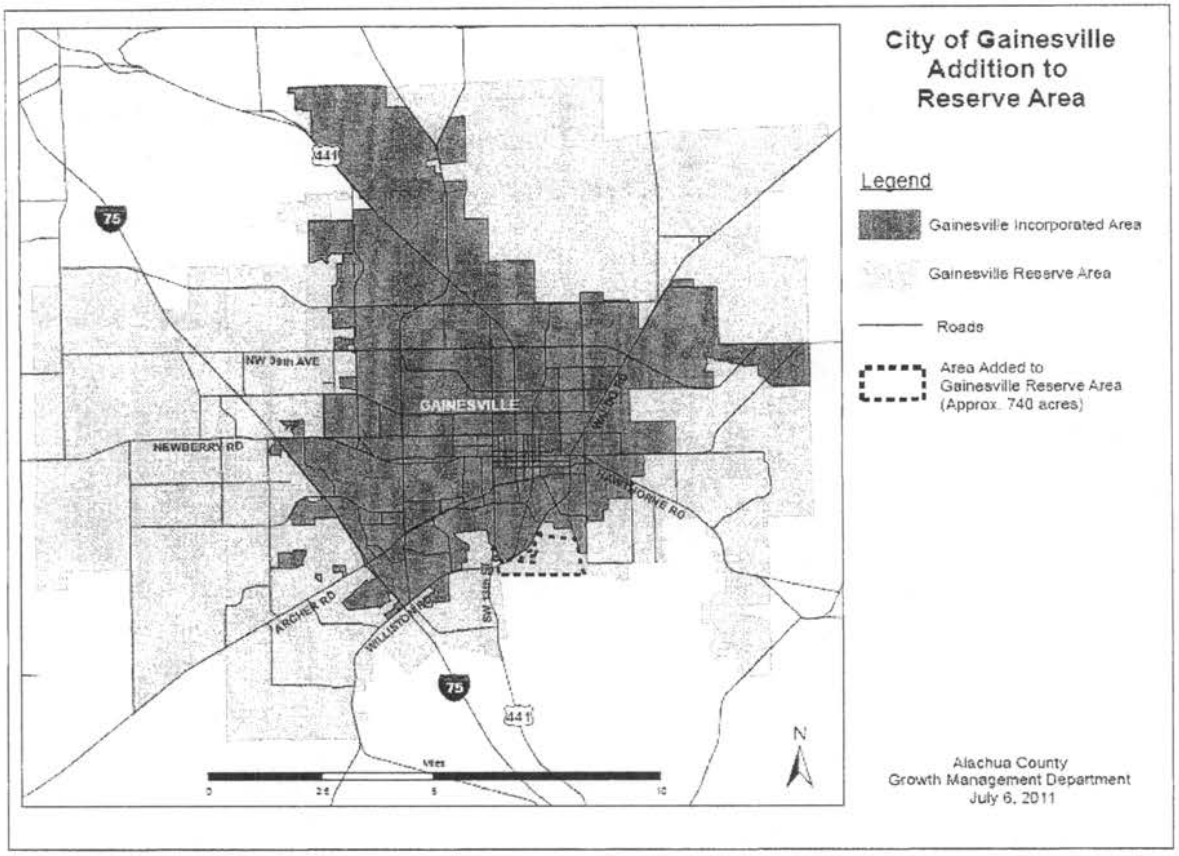


EXHIBIT B

STATEMENT OF COUNTY SERVICES FOR THE GAINESVILLE RESERVE AREA

See Next Page

STATEMENT OF COUNTY SERVICES FOR THE GAINESVILLE RESERVE AREA

For County Services which are Provided Countywide or within Unincorporated Areas within the Gainesville Reserve Area

For Board of County Commissioners

Public Hearing August 9, 2011

TABLE OF CONTENTS

Contents **Page**

INTRODUCTION 9
FUNDING OF SERVICES 9
COMMUNITY SUPPORT SERVICES 9
COURT SERVICES 10
PUBLIC SAFETY 11
ENVIRONMENTAL PROTECTION 13
LAW ENFORCEMENT 17
GROWTH MANAGEMENT 17
PUBLIC WORKS 20
IDENTIFICATION OF PERMITTED LAND USES, DENSITIES, AND INTENSITIES PER BAA 25
ALACHUA COUNTY POSITION STATEMENTS PER BAA 25

INTRODUCTION

Section 225.05 of the Alachua County Boundary Adjustment Act (BAA) requires that the County adopt a statement identifying any services, such as police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation, and other services, which are provided by the county to residents of its proposed reserve areas; any capital facilities being used to provide such services in the proposed reserve areas; and any plans it has to provide additional services or to provide services other than electric utility services to additional areas within its proposed reserve areas. The statement must also include an identification of the land uses and densities and intensities which are permitted in the reserve areas by the county's Comprehensive Plan. Every five years, the County is required to review its reserve areas and accompanying statement of services in accordance with Section 225.07 of the BAA. Based on this review, if the County or a municipality desires a change in its Reserve Area, then the Reserve Area boundaries and accompanying statements of services are updated in accordance with the process detailed in the Boundary Adjustment Act.

The following identifies and describes those County services which are provided countywide or within unincorporated areas within the Gainesville Reserve Area. The descriptions are for those services which are currently provided, and may be subject to change in the future as a result of budget and other factors, such as modified or new interlocal service agreements.

FUNDING OF SERVICES

The scope and extent of those services provided by the County that are funded from the County General Fund and MSTU funds may be affected by reductions in those revenues resulting from annexations by municipalities.

COMMUNITY SUPPORT SERVICES

Alachua County provides various services through its Community Support Services Department, including Community Health Offering Innovative Care and Educational Services (CHOICES), Community Partnerships, Cooperative Extension, Crisis Center, Partners for a Productive Community, Poverty Reduction, Social Services, Veteran Services and Victim Services & Rape Crisis Center. The range of services are comprised of primary and preventative health benefits, general assistance, senior volunteer services, and grant programs for local non-profits, along with neighborhood revitalization and programs designed to reduce the effects of poverty. Services are also offered through collaborative partnerships which provide a scientifically based agricultural, human and natural resource education programs. In addition to suicide and crisis intervention, assistance is also given to veterans, their dependents and survivors. Also, included in the combination of programs is a comprehensive continuum of services given to victims of sexual and other violent crimes.

The Community Support Services programs are funded through the County's general fund, a health care surtax, state and federal grants. Expansion or reduction of programs and or services would be wholly dependent on a reduction of local, state or federal funding. All Community Support Service programs are provided on a countywide basis and would not change as a result of annexation into a municipality.

COURT SERVICES

Alachua County provides various court-related services, including the following:

1. The Community Service program assigns individuals ordered by the Court to perform community service hours in lieu of fines or jail time at community based non-profit and governmental agencies. Individuals in the Work Crew Direct Sentence program also perform community service work through special projects and are provided transportation and related equipment to specially designated work-sites. The Community Service program also provides supervision of persons on Level 1 Compliance Probation.

2. The County Probation Program supervises misdemeanor offenders placed on reporting probation by the Court. Any resident of Alachua County sentenced to reporting probation is supervised by this program regardless of where in the County they reside. This office also accepts transfers from other probation offices upon request for the supervision of individuals who have moved to this area while on probation. Probation Officers track compliance with the orders of the Court, provide case management services and report to the Court as needed.

3. The Day Reporting Program provides intensive supervision and treatment services to both sentenced county probationers and pretrial defendants. Individuals participating in the Day Reporting program must check into the facility multiple times per week. Case management services provided include substance abuse treatment, Anger Management, Batters Intervention, and GED classes.

4. The Drug Court program provides intensive supervision, case management and treatment services to individuals charged with third degree drug related felony charges and some post plea adjudicated clients. Services include substance abuse treatment, mental health referrals and treatment, weekly court, urinalysis, legal case management, life skills and GED classes.

5. Metamorphosis is a long term residential substance abuse treatment center run in cooperation with the State of Florida's Department of Children and Family (DCF). Any resident of Alachua County and/or DCF Circuits 3 or 8 is eligible to receive services if they have a presenting substance dependency problem or co-occurring substance abuse dependence and mental illness.

6. Opus provides outpatient group and individual counseling to people ordered to participate in court services supervision programs. Those persons who meet clinical program criteria and live in Alachua County are eligible to receive these services.

7. Jail Population Management screens people in or likely to be sentenced to the Alachua County Jail to determine eligibility for court services programs. It also assists persons in jail who are receiving or likely eligible to receive Social Security Disability Income (SSI/DI). The No Wrong Door program provides case management, housing, transportation and psychotropic medication assistance for people under Court Services supervision who have a substance abuse, mental health, or co-occurring diagnoses.

8. Pretrial Release provides investigative and supervision services for defendants with pending criminal charges in Alachua County. Pretrial Investigations provide the Court with information on a defendant so that the First Appearance judge can make an informed decision on whether or not to release someone from jail while their charges are pending. The supervision services provide a continuum of court ordered supervision to pretrial defendants that range from minimum to maximum supervision with treatment, electronic monitoring, and Mental Health Court components.

9. Work Release is a 65 bed, minimum security detention facility that allows offenders to work in the community while serving their sentence. Participants must secure employment in the community within two weeks of admission or risk being returned to jail. All program participants are screened for entry into the program's substance abuse outpatient treatment program which is licensed by the Department of Children and Families.

Alachua County provides various court-related services on a countywide basis. These services and their funding would not change as a result of annexation of lands into municipalities. Funding for the Community Service, County Probation, Drug Court, and Day Reporting program comes from the General Fund. Program participants also pay a fee to participate. Metamorphosis receives funding from DCF and a variable match from the County general fund. Funding for Opus and the Jail Population Management program comes from the General Fund and federal grants. Pretrial Services funding comes from the general fund, however participants of the electronic monitoring and global positioning satellite supervision (GPS) component pay a service fee based on income. All funding for Work Release comes from the general fund.

There are no additional court services planned before or after annexation.

PUBLIC SAFETY

Alachua County provides the following services and facilities through the Department of Public Safety:

1. Fire Protection Services: Fire suppression services and initial response non-transport emergency medical services are provided in the unincorporated area of Alachua County by the Alachua County Department of Public Safety and by certain municipalities (Gainesville, Micanopy, LaCrosse, Newberry, High Springs) and independent fire districts (Cross Creek, Melrose & Windsor) through interlocal agreements. Funding for fire protection services to unincorporated areas of Alachua County is provided through the Municipal Services Taxing Unit (MSTU).

   Within the Gainesville District, fire suppression, first response emergency medical, and hazardous materials response services are provided through the Fire Services Assistance Agreement (FSAA) between Alachua County and the City of Gainesville. Through this agreement, the response resources of both the Alachua County Department of Public Safety and the Gainesville Fire-Rescue Department are pooled in an "automatic aid system" where the closest units are dispatched to emergency calls whether within the municipal limits of the City of Gainesville or in the unincorporated urban area. Funding for newly annexed

areas into the City of Gainesville will be provided by the City, or as provided in the Fire Services Assistance Agreement (FSAA).

Other fire prevention and inspection services are provided throughout the unincorporated areas by the Alachua County Department of Public Safety. These services include: life safety and fire codes management, plans review and accompanying inspections, fire origin and cause investigations, arson investigations, and life and fire safety inspections.

Additional service units (stations, apparatus and personnel) are added to the Alachua County Department of Public Safety when sufficient new development has occurred requiring additional resources to continue a specified level of service, and when one or more of the interlocal service partners negotiates with the County to enhance the level of service in specified areas. The County does have a number of interlocal agreements with municipalities and independent fire districts, which in the future, may offer opportunities to provide mutually agreed upon enhancements to fire protection services.

2. Emergency Medical Services: Emergency Medical Services Advanced Life Support Transportation is provided throughout the unincorporated and incorporated areas of Alachua County by the Alachua County Department of Public Safety. Emergency medical care and transportation of the sick and injured in Alachua County is provided as a function of the Alachua County Department of Public Safety, with a countywide system of EMS personnel and transport units (ambulances, or mobile intensive care units). The County will continue to provide Emergency Medical Services in any newly annexed areas through the Alachua County Department of Public Safety after annexation. Funding for emergency medical services is provided through fees for services and a subsidy from the County General Fund (to fund the difference between total fees collected and the cost of operating the system).

   Advanced Life Support (ALS) units are added to the EMS System when sufficient new growth has occurred requiring additional response units in order to maintain the level of service.

3. Emergency Management Services: Under the provisions of Chapter 252, Florida Statutes (Emergency Management Powers of Political Subdivisions), Alachua County provides emergency management planning, hazard mitigation, response coordination and disaster recovery services throughout Alachua County. The Alachua County Department of Public Safety has overall coordination responsibility for mitigation, preparedness, response, and recovery from all natural and human-caused hazards to the citizens, environment, and property of Alachua County. The County will continue to provide emergency management services in any newly annexed area through the Alachua County Department of Public Safety's Division of Emergency Management after annexation.

   Emergency Management services are funded through several State of Florida grants and a matching portion from the County's General Fund. Additional programs and support staff are added to the Program when mandated by the State Division of Emergency

Management, or when indicated by local needs. There are no plans for additional services and associated facilities at this time.

4. Enhanced 911 Office Services: The Alachua County Department of Public Safety's Enhanced 911 Office provides addressing, database management, and mapping services throughout the unincorporated areas of the County. Within incorporated areas, the municipality assumes responsibility for addressing and providing current addressing information of newly annexed areas to the Alachua County Department of Public Safety's Office of E911 Services after annexation. Additionally, the Office provides the maintenance of telephone company databases through contracts to the Alachua County Combined Communications Center for managing emergency calls, provides the capital and outlay for equipment and operational supplies related to emergency call taking, and provides oversight of the Combined Communications Center's operation through audits of emergency call taking performance. E911 Office operations is funded through a landline telephone surcharge and a wireless telephone surcharge, and support from the County's General Fund which provides office space and utilities, furniture, small equipment and vehicles.

   The E911 Office provides periodic updates to the E 911 System as needed to maintain service and keep pace with technological advances. An example of such an update is the implementation of the Next Generation 911 System. There are no plans for additional services and associated facilities at this time.

ENVIRONMENTAL PROTECTION

Various Environmental Protection Services are provided by Alachua County, including Environmental Planning, Environmental Review, Hazardous Waste Collection, Hazardous Materials Management, Alachua County Forever (ACF) Land Conservation, Petroleum Clean-up and Storage Tank Inspection, Water Quality Code Enforcement / NPDES Services, and Water Quality Monitoring.

Environmental Planning: Environmental Planning services for natural resource planning are provided by the County, including technical support for natural resources planning associated with the goals, objectives, and policies of the Comprehensive Plan and the development and implementation of the land development regulations. The services include proactively providing natural resources protection through the local land use planning process. Environmental planning also maintains effective partnerships, communication, and coordination with other agencies and municipalities.

These services are provided in the unincorporated areas and upon request from municipalities. Funding of these services is provided by the General Fund and MSTU. County services will be discontinued within the Gainesville Reserve Area upon annexation. There are no plans for expansion of services or addition of capital facilities before or after annexation.

Environmental Review: Environmental Review services provided by Alachua County include: environmental reviews of land development applications, zoning and plat reviews, administrative and building permits, complaint investigations and enforcement in response to local, state, citizens and business requests as they relate to natural resources of the county. Additional services include

expert natural resource testimony, natural resources protection from impacts of land development by supplementing protection provided by water management district, state and federal environmental permitting programs. The program maintains effective partnerships, communication and coordination with other regulatory and permitting agencies.

Environmental review services are provided through the County's Development Review process in the unincorporated areas. These services will be discontinued within the Gainesville Reserve Area upon annexation. There are no plans for expansion of other services or addition of capital facilities before or after annexation. Funding of these services is provided from the MSTU and from Development Review fees for the unincorporated areas. Funding of services will not change after annexation.

Hazardous Waste Collection: Hazardous Waste Collection, Disposal and Recycling services are provided by Alachua County through the Environmental Protection Department utilizing the Facilities of the Household Hazardous Waste Collection Center, the Rural Collection Centers and mobile and remote collection events in neighborhoods and municipalities throughout the County. Service provided includes countywide Hazardous Waste Collection, Recycling, and Disposal network for household and small business hazardous wastes. Operations include comprehensive Hazardous Waste "Toxic Roundup" Collection Center, collection of recyclable hazardous wastes at 5 rural collection centers, and neighborhood and small municipality based collection events. Materials collected include waste petroleum products, household chemicals and paints, automotive chemicals, pesticides, fluorescent tubes, waste solvents, unwanted pharmaceuticals, waste vegetable oils, and discarded computers, monitors, electronics and television sets. This service is operated in conjunction with companion programs for hazardous materials and small quantity hazardous waste facility inspection programs to allow low cost disposal services for small businesses. Service promotes pollution prevention best practices and environmental education to reduce the amount of hazardous wastes generated in Alachua County.

Hazardous Waste Collection Services are provided countywide, including unincorporated areas and all municipalities. Services provided after annexation will be the same as those provided before annexation.

Funding of hazardous waste collection services is provided from the Solid Waste Enterprise Fund and includes funding from FDEP Co-op contracts and interlocal agreements for management of one day hazardous waste collection events in five surrounding counties. Funding of services will not change after annexation.

Expansion of collection for waste vegetable oil (WVO) for production of biodiesel fuel is planned for the current year. Expansion of the Hazardous Waste Collection Center facility planned for 2011 will provide more hazardous waste processing capabilities.

Hazardous Materials Management: Hazardous Materials Management services provided by the County include pollution prevention compliance inspections, spill response to hazardous material spills, contamination clean-up oversight, complaint investigations and enforcement associated with the Alachua County Hazardous Materials Management Code, Chapter 353. Inspections at more

than 800 regulated facilities are performed annually. Services provided also include Small Quantity Hazardous Wastes Generator Inspections to ensure compliance with proper storage, disposal, and recordkeeping requirements as mandated by Florida Statutes. These services and functions are provided countywide, including the unincorporated areas and all municipalities, and will not change with annexation. There are no plans for expansion of services or addition of capital facilities for these services before or after annexation. Funding of these services is provided from fees collected from registered hazardous materials facilities and from the Solid Waste Enterprise fund.

Alachua County Forever (ACF) Land Conservation Program: Alachua County acquires and manages environmentally sensitive lands countywide, through the ACF program. Where possible, ACF develops partnerships to leverage federal, State, municipal and private acquisition and land management funds. Program services are mandated by the November 7, 2000 Referendum, Chapter 36 of the Alachua County Code and Resolutions 00-60 and 09-10. Services are provided countywide.

Funding for the ACF Program is provided by the Alachua County Forever G.O. Bonds, proceeds from a 2-year, 0.5-cent local government infrastructure surtax lifted in December 2010, federal and State grants and partnerships, municipal and private partnerships and by the General Fund. Municipal partnerships are in place only in municipal jurisdictions. After annexation, the County may seek to enter into partnerships with municipalities to leverage acquisition and land management funding. The County General Fund supports the core functions of the Program and long term land management. Acquisitions and capital improvements to the acquired lands are funded by the Bonds.

After annexation, the ACF Program will continue to acquire property countywide. Some additional acquisitions may take place within municipal boundaries or in Reserve Areas. The County may form partnerships with the municipalities to accomplish Program goals.

Petroleum Clean-Up and Storage Tank Inspection: Alachua County provides Petroleum Clean-up and Storage Tank Inspection services, under contract with the Florida Department of Environmental Protection. Services provided involve management of clean-up operations at petroleum contaminated sites within Alachua County. Services include providing engineering, fiscal, and field oversight of cleanup contractors and providing technical assistance on cleanup sites to citizens, contractors, banking, and real estate interests. Petroleum Storage Tank Inspection services also involve compliance inspection and enforcement services for regulated petroleum storage tank facilities within Alachua County. These services are provided countywide, including the unincorporated areas and all municipalities. Funding is provided by the Florida Department of Environmental Protection through contracts with Alachua County.

The level of services provided is determined by the priority ranking of clean-up sites by the FDEP and by the funding provided by FDEP based on the number of priority clean-up sites and number of regulated storage tank facilities. There are no plans for expansion of services or addition of capital facilities for these services before or after annexation.

Water Quality Code Enforcement/NPDES Services: Alachua County provides Water Quality Code Enforcement and National Pollutant Discharge Elimination System (NPDES) services in the unincorporated areas and in all municipalities. NPDES Illicit Stormwater Discharge Detection Program services are provided within the City of Gainesville Urbanized Area which includes the incorporated area within the City of Gainesville and the unincorporated Gainesville Urban Reserve area, through a contract with a Joint Partnership of the City of Gainesville, the Florida Department of Transportation and Alachua County. For NPDES purposes the definition of Urbanized Area is 'a land area comprising one or more places – central place(s) – and the adjacent densely settled surrounding area – urban fringe – that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile.

The Water Quality Code enforcement services include: providing compliance inspections, complaint investigations, and enforcement related to county water quality protection codes in particular the Water Quality Code, Chapter 77. This service is provided countywide. The NPDES Illicit Stormwater Discharge Detection services include: providing for detection of illegal discharges to stormwater systems through water quality monitoring, compliance inspections, complaint investigations, and enforcement. These NPDES services are mandated by the Federal Clean Water Act and the Joint Partnership Agreement between Alachua County, City of Gainesville, and Florida Department of Transportation. Based on population formulas and federal requirements, these NPDES services are only currently provided in the City of Gainesville Urbanized Area.

Funding for the Water Quality Code enforcement services is provided by the General Fund countywide and for all municipalities. The NPDES Joint Partnership Agreement between the City of Gainesville, Florida Department of Transportation and Alachua County provides financing for NPDES Illicit Discharge Detection Program services in the City of Gainesville Urbanized Area. The Alachua County Public Works Department funds Alachua County's cost share of the Partnership Agreement including costs of the NPDES Illicit Discharge Detection Program through the gas tax.

For NPDES Illicit Discharge Detection services, funding of services provided by the Environmental Protection Department for the Joint Partnership will not change after annexation. Cost allocations between the City of Gainesville and Alachua County for funding the Partnership Agreement may need to be adjusted to take into account changes in City of Gainesville boundaries. The source of funding for water quality code enforcement activities will not change after annexation.

Water Quality Monitoring: Alachua County provides Water Quality monitoring services countywide, including, conducting water quality monitoring of local groundwater, springs, creeks, and lakes; inspecting and testing effluent of all waste water treatment plants; implementation of well registration code, implementing interlocal, water management district, state, and federal grant projects to assess and protect water quality; providing expert water quality, geo-hydrology and geology review and testimony.

Funding for the Water Quality program is provided by the General Fund, facility fees and contracts with the FDEP, water management district, and federal government, and through federal grants. Funding of services will not change after annexation.

There are no plans for expansion of services or addition of capital facilities for these services before or after annexation.

LAW ENFORCEMENT

Alachua County provides the following law enforcement and related services through the Alachua County Sheriff's Office.

Law Enforcement Services provided by the Alachua County Sheriff's Office countywide include high visibility patrols, response to calls for service, targeted investigations and traffic enforcement patrols, and specialized units such as criminal investigations, forensics, marine enforcement, rural enforcement, bomb disposal, warrants and court/civil process. The Sheriff's Office also provides services mandated by Florida Statutes.

Communications and Dispatch. Through an Interlocal Agreement with the County and the City of Gainesville, the Alachua County Sheriff's Office provides dispatch for the Sheriff's Office, Alachua County Public Safety, the Gainesville Police Department, and Gainesville Fire Rescue.

Detention. Through an Interlocal Agreement with the County, the Alachua County Sheriff's Office operates the county's detention facility which houses pre-trial detainees and inmates sentenced to serve their sentences at the county facility.

The Sheriff's Office provides those services listed above on a countywide basis and operates out of its main headquarters. Communication and Dispatch Services are housed in a separate facility adjacent to the main headquarters. The Jail facilities are located on NE 39th Avenue, and the Civil Bureau is housed in the County Administration Building in downtown Gainesville.

Law enforcement services provided by the Sheriff are countywide. The City of Gainesville is expected to provide those law enforcement services currently provided to the residents of the City of Gainesville to the newly annexed areas, after annexation takes place. The Alachua County Sheriff's Office will continue to provide those law enforcement services it is mandated or authorized to provide by Florida Statutes.

Funding for County law enforcement services, including funding for the Jail, is through county taxes, special revenues, fees, and grants. The budget for the Communications Center is funded by County and City of Gainesville taxes and special revenues. There are no plans for additional law enforcement services or associated facilities before or after annexation.

GROWTH MANAGEMENT

Building Permitting: Alachua County provides building permitting services, including plan review, inspection, and contractor licensing/verification in order to enforce the Florida Building Code. Prior to annexation, the County provides these services within the unincorporated areas of Alachua County, including the Gainesville Reserve Area. The County will no longer provide building permitting services within the City of Gainesville after annexation, except as provided in the Annexation Transition Agreement between Alachua County and the City of Gainesville.

Funding for building permitting services in the unincorporated area is through an Enterprise fund, from revenues received by the Alachua County Office of Codes Enforcement, as authorized by F.S. Sec. 125.56(2). Fees for such services are used for carrying out the responsibilities in enforcing the Florida Building Code. Funding for building permitting services within the City of Gainesville will be the responsibility of the City after annexation.

There are no plans to provide additional building permitting services or associated facilities before or after annexation.

Codes Enforcement: Alachua County provides code enforcement services throughout the unincorporated area, including the Gainesville Reserve Area, to enforce the Alachua County Unified Land Development Code, and other County codes relating to nuisance, buildings and construction, and housing. This is accomplished through complaint investigation, surveillance, scheduled inspections, and permitting/licensing of certain activities within the unincorporated areas of the County. The County responds to citizen complaints regarding zoning, land use, nuisance, and building and construction violations with the objective of correcting violations and obtaining compliance within a reasonable period of time. Funding for Code Enforcement services is provided through revenues received from user specific fees and through the Municipal Services Taxing Unit (MSTU). User specific fees are in accordance with the Alachua County Fee Schedule adopted by resolution.

After annexation into the City of Gainesville, the County will no longer provide code enforcement services within the newly annexed areas. In the transitional period between annexation and amendment of the City's Plan and Land Development Regulations to apply to an annexed area, the provisions of the Annexation Transition Agreement will apply. After annexation into the City of Gainesville, funding of code enforcement services will be the responsibility of the City.

There are no plans to provide additional services and associated facilities to any of the unincorporated areas or reserve areas before or after annexation.

Development Review: The County provides administration and coordination of the development review process for all development in unincorporated Alachua County and the reserve areas of respective municipalities in accordance with the Unified Land Development Code. This includes the operation and function of the Development Review Committee as defined in the Alachua County Unified Land Development Code. The development review process is funded through user specific fees and permit fees associated with the projects under consideration in accordance with the Alachua County Fee Schedule adopted by resolution.

After annexation into the City of Gainesville, development review services will be provided by the City, and Alachua County will no longer be involved in the development review process. After annexation, funding for development review services will be the responsibility of the City of Gainesville.

There are no plans to provide additional development review services and associated facilities to any of the unincorporated areas or reserve areas after annexation, other than interpretation and development applications that are in progress.

Housing: Alachua County administers various housing programs, including Housing Rehabilitation, Down Payment Assistance, Single Family Housing Development Program, Multi-Family Housing Development Program, and Foreclosure Intervention. Housing loans and grants are made to eligible individuals and eligible sponsors, through state and federal housing programs, to increase the supply of new affordable housing stock as well as to improve the condition of existing affordable housing stock. These loans and grants are provided through the State Housing Initiative Partnership (SHIP) and Community Development Block Grant (CDBG). County SHIP funds must be expended outside the city limits of the City of Gainesville with the exception of the Special Needs Strategy for which Alachua County has an interlocal agreement with the City of Gainesville to jointly administer and award SHIP funding. CDBG funds awarded to Alachua County may only be expended in unincorporated Alachua County.

Funding for housing programs is provided by SHIP and CDBG funds. After annexation, Alachua County will continue to offer SHIP financial assistance to the extent funding for the program is available from the State, within the unincorporated area and within all municipalities, except areas annexed by the City of Gainesville. SHIP Special Needs funding will continue to be available in the City of Gainesville through Alachua County after annexation, subject to funding availability from the State.

No additional housing services are planned before or after annexation.

Comprehensive Planning: Alachua County administers the Alachua County Comprehensive Plan, which is a 20 year vision of growth in Alachua County, consisting of Goals, Objectives, Policies and maps. The Alachua County Comprehensive Plan and Unified Land Development Code govern growth and development in the unincorporated areas of the County, including each of the Reserve Areas.

Within the Gainesville Reserve Area, the Alachua County Comprehensive Plan and all pertinent County land development regulations shall apply prior to annexation, and the County shall enforce and administer the Plan within unincorporated Reserve Areas. Until such time as Gainesville amends its Comprehensive Plan to include an annexed area, the County Plan and land development regulations will continue to apply to the annexed area, administered by the City. Once the City amends its Plan to include annexed areas, the City's Plan and land development regulations as administered by the City will apply.

Funding for Comprehensive Planning services comes from the General Fund. Application fees per an adopted fee schedule are paid by property owners for property-owner initiated amendments to the Plan.

PUBLIC WORKS

Alachua County provides various services through its Public Works Department, including: Animal Services, Parks and Recreation, Potable Water, Sanitary Sewer, Solid Waste, Stormwater, Street Lighting, and Transportation.

Animal Services: Alachua County provides enforcement of State and County regulations relating to animals on a countywide basis, including the unincorporated area and in all municipalities through interlocal agreements. Additionally, the County operates an animal shelter located at 3400 N. E. 53rd Avenue. Animals from all of Alachua County are received at the shelter, and all Alachua County residents may bring animals to this facility at no charge. The County responds to citizen requests for service for dogs and cats at large, animal bites, rabid animals, and nuisance animals during normal working hours. Additionally, officers patrol problem areas whenever possible. After normal work hours, on weekends and holidays, the County maintains one officer on paid standby to respond to emergencies. Animal Services are funded through the General Fund of Alachua County.

Reserve Areas which are annexed into a municipality would continue to receive the same level of service they received prior to annexation. No additional services are planned at this time, either before or after annexation.

Parks and Recreation: Alachua County provides recreation services and facilities within the unincorporated areas and Forest Park within the City of Gainesville. Parks are developed and maintained by the County using a combination of staff and contractual services. Youth recreational programmed services consist of a middle school after school program run by the Alachua County School Board at Ft. Clarke Middle School and Kanapaha Middle School. Funding for these programmed services is through a Federal Department of Education grant that will terminate after FY2012. Poe Springs Park is currently managed through a private contract. Kanapaha Botanical Gardens is currently managed by the North Florida Botanical Society through a lease and contract.

The County maintains 24 parks and the Alachua County Fairgrounds totaling approximately 1,200 acres. County parks within the Gainesville Reserve Area are: Copeland, Cynthia Moore Chestnut Park and Clark Butler Nature Preserve, Earl P. Powers, Jonesville, Kanapaha Botanical Gardens, Lake Kanapaha, Kanapaha/Veterans, and Squirrel Ridge. Forest Park and the Alachua County Fairgrounds are in the Gainesville City limits.

Funding for County park maintenance is through the General Fund and MSTU. Funding for park development is through the General Fund, MSTU, County Florida Boating Improvement Program fund, parking impact fees, and grants.

The Countywide Recreation Master Plan calls for the upgrade of existing parks and development of 20 neighborhood parks (200 acres), 2 community parks (40-100 acres), and potentially the location for one competition level sports facility (150-200 acres) within the Gainesville Reserve Area. The plan also calls for additional programmed recreational services for all ages. It has not been determined which jurisdiction will be responsible for any additional park improvements and services identified in the Countywide Recreation Master Plan, when these additional improvements and services will be provided, and how they will be funded in the Reserve Areas after annexation.

Additionally, efforts are being made to relocate the fairgrounds north of its current location and convert the current fairgrounds to a light industrial/office park for economic development purposes. The location of the future fairgrounds is in the Gainesville Reserve Area.

Potable Water: Alachua County does not provide potable water services within the Gainesville Reserve Area. These services are provided by Gainesville Regional Utilities, which is owned and operated by the City of Gainesville.

Solid Waste: In accordance with Chapter 403.706, F.S., Alachua County provides county-wide disposal services for all solid waste generated within the County, including within municipalities. The County provides public education on waste prevention, waste reduction and recycling to all citizens and businesses within the County regardless of jurisdiction. Collection of garbage, recyclables and yard waste is provided to residents in the mandatory collection area of the unincorporated area. Drop-off centers are provided for residents in the non-mandatory unincorporated area to dispose of garbage, recyclables and household hazardous waste. In each case, the waste is delivered to the County's transfer station, processed and transported to the New River regional landfill in Union County, for disposal. The transfer station is located in the Leveda Brown Environmental Park at 5115 NE 63rd Ave. An interlocal agreement between the County and New River governs the disposal arrangement.

Alachua County provides solid waste disposal services countywide at an average of 0.75 tons per person per year. In addition, the County provides solid waste collection services within the area defined as the Municipal Services Benefit Unit (mandatory area). Rural drop-off centers are provided for all residents, regardless of jurisdiction, to dispose of garbage, recyclables and household hazardous waste. The Household Hazardous Waste Collection Center is available to all County residents regardless of jurisdiction. Public education programs are provided to all citizens regardless of jurisdiction.

Solid Waste services, except curbside collection services, are unaffected by annexation. For areas annexed into the City of Gainesville, Alachua County will continue to provide the curbside collection services through the end of the fiscal year upon the effective date of the annexation. The City of Gainesville will assume those responsibilities at the beginning of the next fiscal year following the effective date of the annexation.

Disposal services are paid by tip fees at the transfer station. Collection services, public education programs, use of the Household Hazardous Waste Collection Center and use of the rural drop-off centers are funded by special non-ad valorem assessments in the unincorporated area, and by special assessments within the municipalities, as authorized by City Ordinances.

Alachua County has no plans for additional solid waste services and facilities before or after annexation.

Stormwater: Alachua County responds to flooding and drainage issues in existing areas of development where flooding affects the public road system on an as-needed basis. This service is provided by Alachua County for County-maintained roads only. The Department will respond to

flooding on private property in a declared State of Emergency. Drainage and Flood Control for new development or major redevelopment are governed by the Alachua County Unified Land Development Code.

County funding for activities relating to flooding and drainage issues affecting public county-maintained road systems is provided by Gas Taxes. General Fund Reserves are used for declared States of Emergency. These funds are usually reimbursed by the Federal Emergency Management Agency if the governor has also declared a State of Emergency.

The County has no plans for additional stormwater services or facilities, either before or after annexation.

Street Lighting: Street Lighting is provided within the Gainesville Regional Utilities (GRU) Service Area in accordance with the Fire Hydrant and Public Street Lighting Services Agreement between the City of Gainesville and Alachua County that was established on February 21, 1990. Under this agreement, GRU installs street lighting at the request of the County, and the street lighting is funded by a surcharge GRU assesses on all GRU customers in the unincorporated area. Street lighting outside of GRU's Service Area is only provided on major transportation facilities and is paid for by the County on a limited basis only. For State-maintained roads, partial reimbursement is provided by the Florida Department of Transportation.

Funding for street lighting is provided by the GRU Surcharge to customers in the GRU Service Area. Gas Taxes are used to fund street lighting on the major transportation facilities outside the GRU Service Area, where street-lighting is specifically requested by the County. Partial reimbursement is provided by the Florida Department of Transportation for street lighting on State-maintained roadways.

The County has no plans for additional street lighting services, either before or after annexation. Street lighting is generally installed within all new developments in the GRU Service Area, or on an as-needed basis in areas that are already developed. Street lighting is included in all new roadway projects where street lighting is warranted.

After annexation, street-lighting will be provided on County-maintained roads as described above, where warranted.

Transportation: The County provides transportation improvement services for the county road system including the following:

1. Design county road projects;
2. Investigate complaints regarding traffic conditions;
3. Collect and manage traffic accident data for the county road system;
4. Administer design and construction contracts;
5. Inspect transportation improvement projects;
6. Permit and inspect utility work within county rights-of-way;

7. Manage real property, including acquisition and donation of right-of-way for transportation improvement projects.
8. Maintain traffic signals and signs on the County road network in accordance with Manual of Uniform Traffic Control Devices.
9. Implement neighborhood speed control programs.

The Florida DOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, known as the "Green Book Standards", tasks the County with the responsibility of providing for the safe and efficient movement of all modes of traffic, and states that it is essential to maintain all aspects of the road right-of-way at the highest reasonable level of safety. Chapter 336.02, F.S. places the responsibility for maintenance and control of the county roads with the County Commissioners and further mandates that the roads be kept in good repair. This task is implemented by the following activities:

1. Grade all County maintained unpaved roads.
2. Trim brush and trees in County road rights-of-way.
3. Mow all paved and unpaved road rights-of-way.
4. Provide maintenance for all drainage facilities such as roadside ditches, outfall ditches, retention basins, and storm sewer systems.
5. Maintain paved roadways including: patching potholes, edge of pavement drop-offs, structural repairs, and leveling.
6. Respond to citizens' service requests.

Alachua County provides development review services in the unincorporated area and for the county road system. These services include engineering review and approval for development proposals, subdivision, driveway and drainage inspections, and stormwater management. This is accomplished through, but not limited to, the following activities:

1. Administer development regulations for land subdivision, private site development, stormwater management, access management and flood plain management
2. Make recommendations to the Development Review Committee on issues regarding transportation, stormwater, parks and solid waste issues
3. Make recommendations and provide technical expertise to the Board of County Commissioners on issues regarding comprehensive land amendments and rezoning requests
4. Make recommendations to the Board of Adjustment on issues regarding zoning variances and subdivision regulations
5. Review and issue commercial access, paving and drainage improvement permits on County roads located within the incorporated areas of Alachua County.
6. Provide needed flood information (Flood Insurance Rate Zone Information) and assistance to the public upon request along with the administration of the County's 100-Year Floodplain Code.

Jurisdictional responsibility for roads is based upon the functional classification and the corporate limits of the jurisdiction. Within municipalities, arterial road facilities are the responsibility of either

the State of Florida or Alachua County. Regardless of annexation by a municipality, arterial roads remain the county or state responsibility. Functionally classified collector roads that extend into or through cities are the responsibility of Alachua County unless they have their beginning and ending totally within corporate boundaries. In the latter case, the collector roads wholly contained within municipal boundaries are transferred to the municipality.

The County maintains County roads and provides Development Review in the Reserve Areas, prior to annexation. Funding is provided by Gas Taxes and MSTU. After annexation, Alachua County maintains only County Roads functionally classified as collectors and arterials. This service is funded by Gas Taxes.

Plans for additional transportation services and facilities are identified in the County's adopted Transportation Improvement Program (TIP).

IDENTIFICATION OF PERMITTED LAND USES, DENSITIES, AND INTENSITIES PER SECTION 225.05 (3) OF THE BOUNDARY ADJUSTMENT ACT

The Alachua County Comprehensive Plan governs the use and development of land in unincorporated Alachua County. The Future Land Use Element of the Comprehensive Plan establishes specific land use categories and policies. Within the unincorporated portion of the Reserve Area of the City of Gainesville, future land use categories established on the Future Land Use Map include Rural/Agriculture (at a maximum gross density of 1du/5 acres), Preservation, Institutional, Urban Residential Land Use Categories, Estate Residential, Industrial Land Use Categories, Commercial Land Use Categories, Activity Centers, Institutional, Preservation, and Rural Cluster. Specific policies for these land use categories are contained in the Future Land Use Element of the Alachua County Comprehensive Plan.

ALACHUA COUNTY POSITION STATEMENTS PER SECTION 225.05 (7) OF THE BOUNDARY ADJUSTMENT ACT

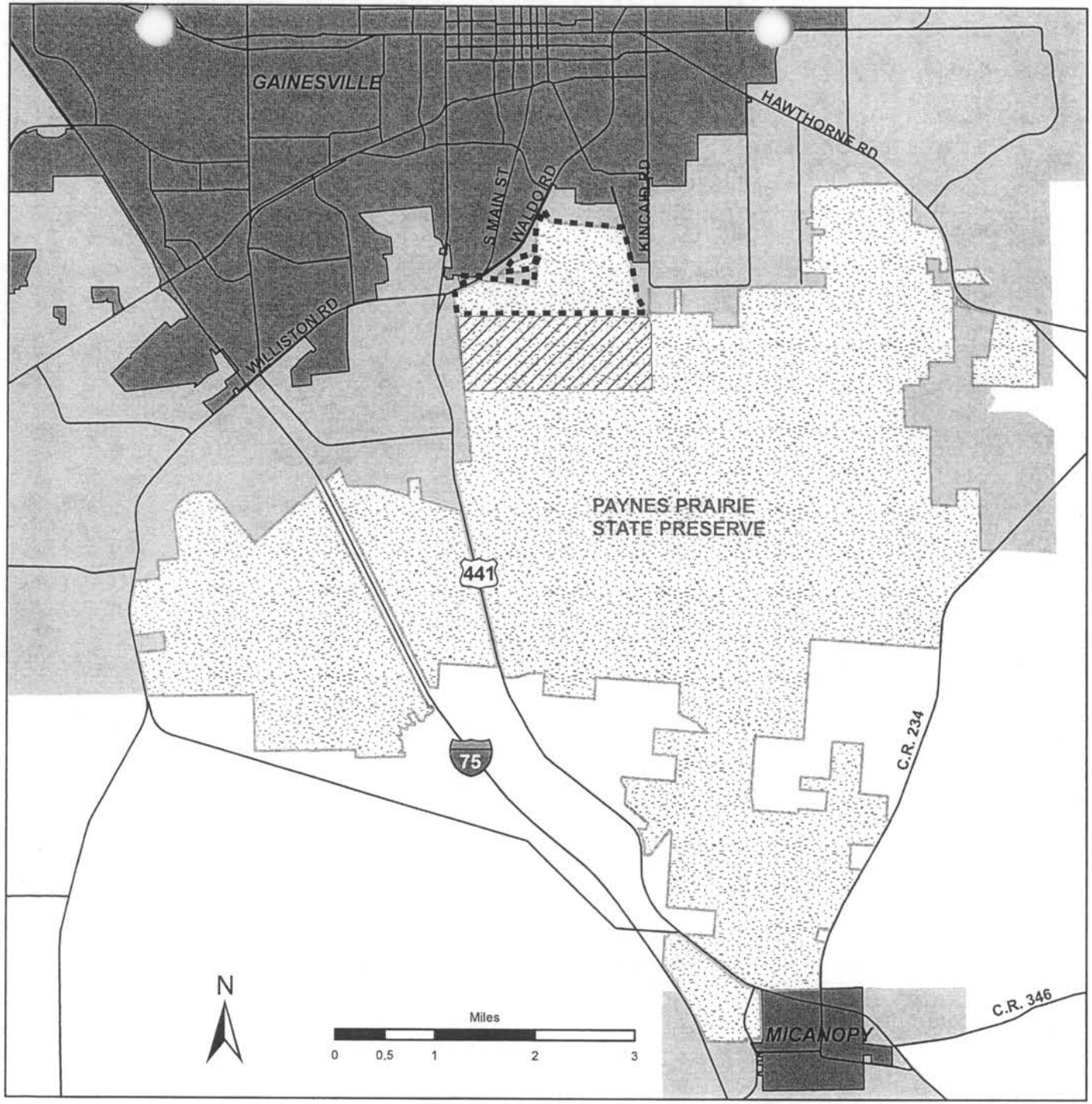
1. Within the unincorporated areas of the established Reserve Area, the adopted Alachua County Comprehensive Plan and all pertinent county land development regulations shall apply prior to annexation and amendment of the City's Comprehensive Plan to designate the annexed area on the City's future land use map, except as may be provided by a joint planning agreement.

2. Any amendments to the Alachua County Comprehensive Plan or the County land development regulations effective after the adoption of a Reserve Area shall apply to the Reserve Area prior to annexation and amendment of the City's Comprehensive Plan to designate the annexed area on the City's future land use map, except as may be provided by a joint planning agreement.

3. Alachua County shall enforce and administer the Alachua County Comprehensive Plan and any amendments thereto within unincorporated areas of the Reserve Area, and fines and fees pursuant to such enforcement shall accrue to the county, except as provided by interlocal agreement or joint planning agreement.

4. It is the County's intent to minimize the impact on County employees of changes resulting from annexation of current county service areas in accordance with the Annexation Transition Agreement between Alachua County and the City of Gainesville.

5. Any changes in the county land use plan, zoning designation or in development regulations controlling development within the Reserve Area of the City of Gainesville, will be submitted to the City for their review and comment prior to being heard by the Alachua County Planning Commission or the Board of County Commissioners. Any comments received from the City will be included in the information presented to the Planning Commission or Board of County Commissioners as a part of the petition to change land use or development regulation.



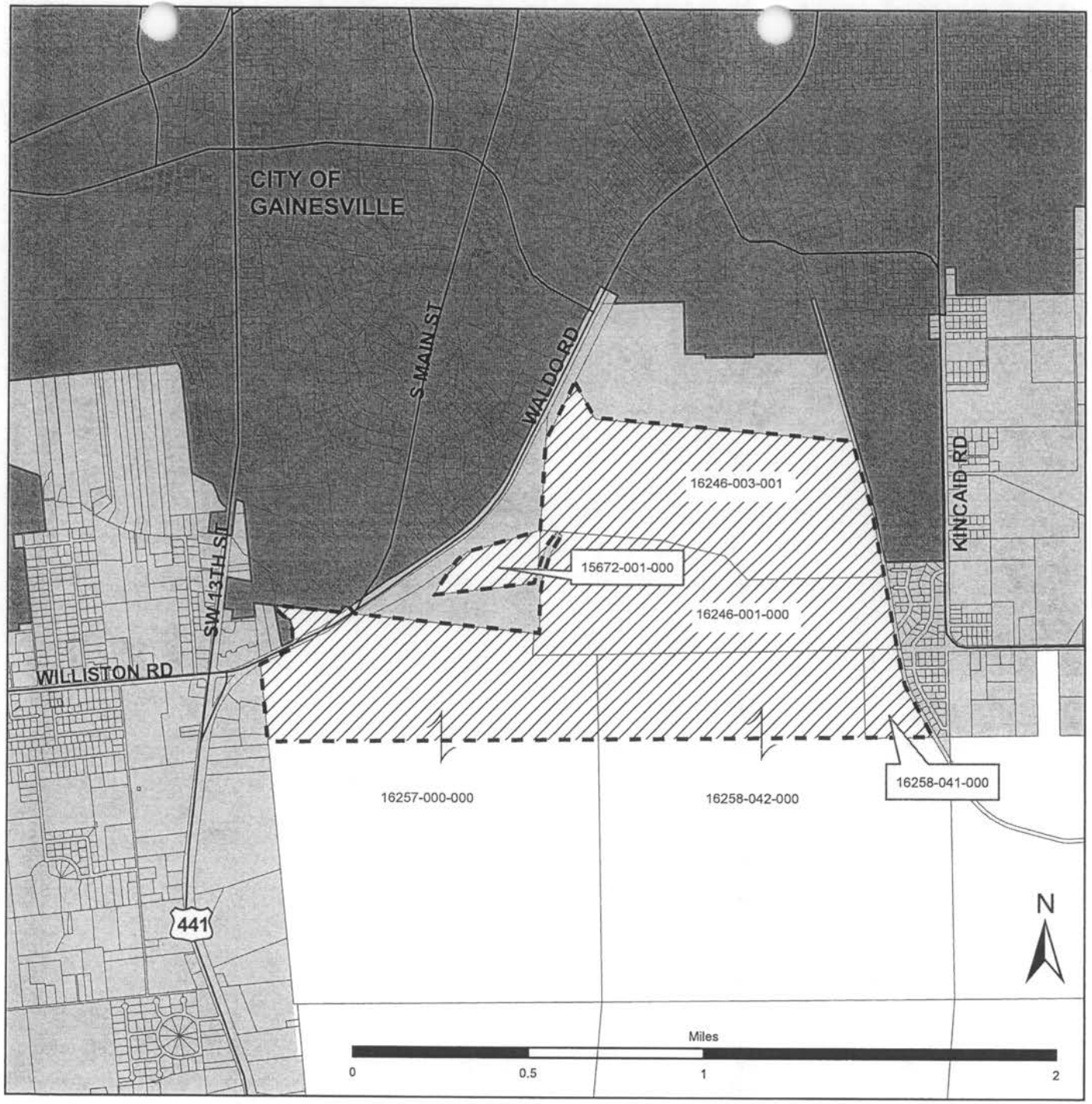
City of Gainesville Proposed Addition to Reserve Area

Comparison of Area Proposed by City at June 14th Public Hearing and Reduced Area Proposed for August 9th Public Hearing.

Legend

- Incorporated Areas
- Reserve Areas (unincorporated)
- Roads
- Paynes Prairie State Preserve
- Proposed Addition to Gainesville Reserve Area for 8/9/11 Public Hearing (Approx. 740 acres)
- Additional Area which was Included in the Proposed Reserv Area Addition Considered at the 6/14/11 Public Hearing (Reduction of Approx. 900 acres

Alachua County
Growth Management Department
July 6, 2011



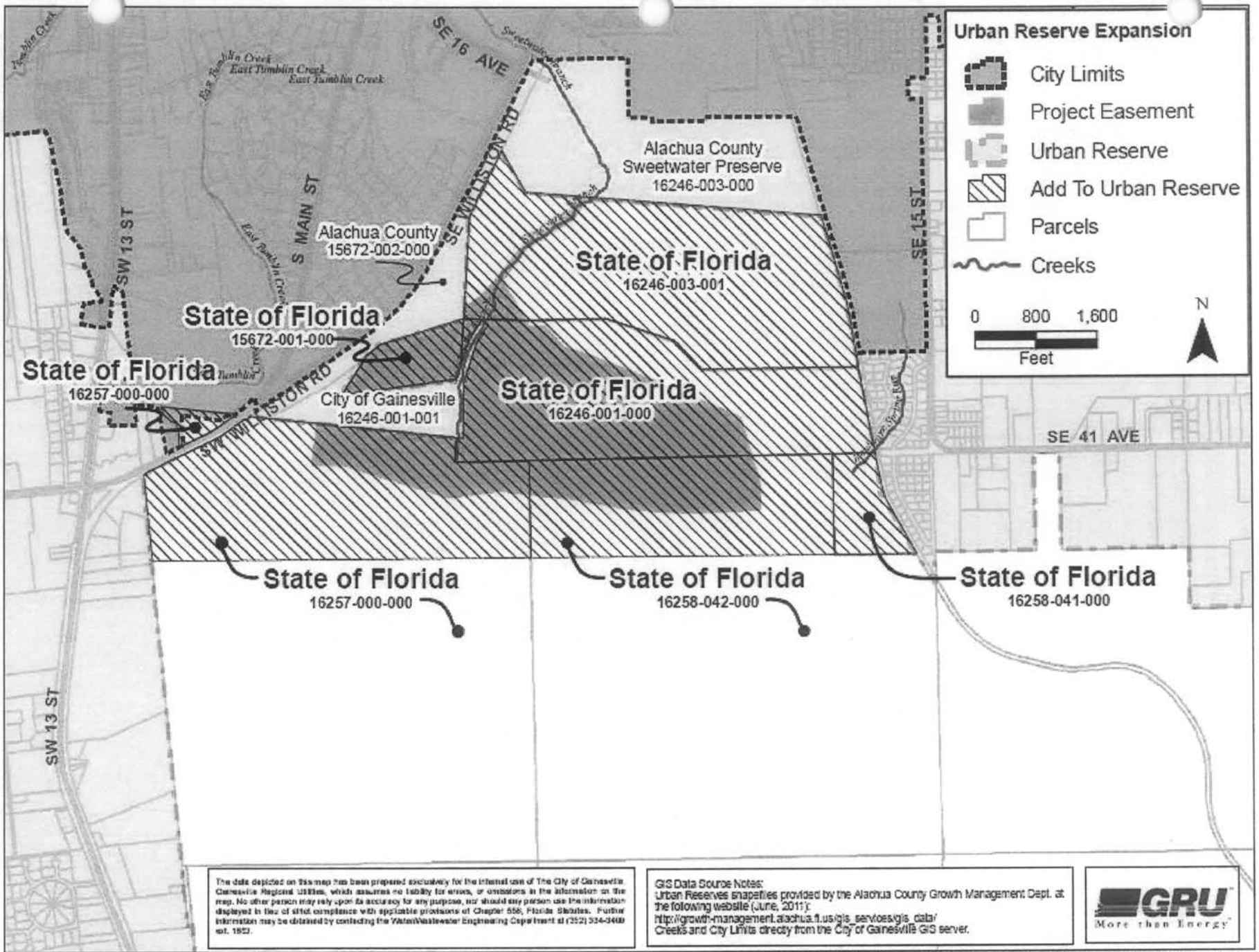
City of Gainesville Proposed Addition to Reserve Area

For County Commission Public Hearing on August 9, 2011

Legend

- Gainesville Incorporated Area
- Unincorporated Gainesville Reserve Area
- Unincorporated, Not In Gainesville Reserve Area
- Roads
- Proposed Addition to Gainesville Reserve Area Approx. 740 acres

Alachua County
Growth Management Department
July 25, 2011


Urban Reserve Expansion
City Limits
Project Easement
Urban Reserve
Add To Urban Reserve
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SE 15 ST
SE 41 AVE
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The data depicted on this map has been prepared exclusively for the internal use of The City of Gainesville, Gainesville Regional Utilities, which assumes no liability for errors, or omissions in the information on the map. No other person may rely upon its accuracy for any purpose, nor should any person use the information displayed in lieu of strict compliance with applicable provisions of Chapter 556, Florida Statutes. Further information may be obtained by contacting the Water/Wastewater Engineering Department at (352) 334-3400 ext. 1853.
GIS Data Source Notes:
Urban Reserves shapefiles provided by the Alachua County Growth Management Dept. at the following website (June, 2011):
http://growth-management.alachua.fl.us/gis_services/gis_data/
Creeks and City Limits directly from the City of Gainesville GIS server.
GRU
More than Energy
PLOTTED 05/27/2011 BY C.A.O. D:\ARCDATA\PAYNES PRAIRIE\URB RESERVE REQUEST\7 11x8.MXD

GRU
More than Energy

GAINESVILLE REGIONAL UTILITIES

Water & Wastewater Systems

July 22, 2011

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

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

RE: Backup Documentation for August 9, 2011 Board Agenda Item: City of Gainesville Request to Modify Urban Reserve to Add the Area that Includes the Paynes Prairie Sheetflow Restoration Project

Dear Chair Pinkoson:

I am providing this letter and the attached documentation as backup for the August 9, 2011 Alachua County Board of Commissioners hearing of the City of Gainesville request to modify the urban reserve to add the area that includes the Paynes Prairie Sheetflow Restoration Project ("Project").

As you are aware, the City had previously requested modification of the Urban Reserve Area to incorporate an area that includes the project. The Board did not approve this original request. The City subsequently filed a Motion for Reconsideration and/or Rehearing on the Board's denial of the City's request. On June 28, 2011, the Board approved a motion to rehear the City's proposed modifications to the urban reserve on or before August 9, 2011, with the understanding that the City would amend the original request to include a smaller area. On July 7, 2011 the City Commission approved an amendment to the City's request to include a smaller area.

The following information is attached to assist in explaining the basis for the City's request :

- Basis for City of Gainesville Request to Modify Urban Reserve to add the Area that Includes the Paynes Prairie Sheetflow Restoration Project;
- Figures 1 and 2 which show the Project easement area and the proposed area to be added to the Gainesville Urban Reserve Area;
- Figure 3 which shows the area that was originally requested by the City to be added to the Reserve Area; and

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

- Powerpoint presentation GRU proposes to present at the August 9 Board hearing.

We look forward to presenting this information to you at the August 9, 2011 Board meeting. Please feel free to contact me at any time if you have any questions, or if I can be of service.

Sincerely,

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

cc: David Wagoner, County Attorney

BASIS FOR CITY OF GAINESVILLE REQUEST TO CHANGE URBAN RESERVE AREA TO ADD THE AREA THAT INCLUDES THE PAYNES PRAIRIE SHEETFLOW RESTORATION PROJECT

The City of Gainesville ("City") requests that the City's Urban Reserve Area be changed to add the area that includes the Paynes Prairie Sheetflow Restoration Project ("Project"), in accordance with the Alachua County Boundary Adjustment Act. This document describes the basis for this request.

Background

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

On June 14, 2011, the Board of County Commissioners conducted a public hearing in response to the City of Gainesville's request for modifications to the City's Urban Reserve and Statement of Services. At the public hearing, the Board of County Commissioners did not approve a resolution to designate an updated Reserve Area for the City.

On June 22, 2011, the City of Gainesville filed a Motion for Reconsideration and/or Rehearing on the denial of the City's request to add certain property to the City's Urban Reserve Area. On June 28, 2011, the Board of County Commissioners approved a motion to rehear the City's Proposed Modifications to Gainesville's Urban Reserve Area on or before August 9, 2011, with the understanding that the City would amend the original request to include a smaller area.

The intent of the City's request is to add the property that encompasses the Paynes Prairie Sheetflow Restoration Project to Gainesville's Urban Reserve. Although the actual Project site totals 260 acres, it occupies portions of all of the parcels that the City originally sought to include in its Urban Reserve Area, which totaled 1,653 acres. Based on further review and discussions between City and County staff, it was jointly determined that it would be feasible to reduce the size of the requested area by including portions of the parcels.

On July 7, 2011, the Gainesville City Commission approved an amended Map of the Proposed Modifications to the City's Urban Reserve Area to more closely represent the project area of the Paynes Prairie Sheetflow Restoration project. The amended area has been reduced to approximately 740 acres, which encompasses the project area.

The City of Gainesville is proposing a change to its Reserve Area to include the aforementioned area.

Project Description

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

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

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

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

Description of Area Requested for Inclusion in Urban Reserve Area

Figures 1 and 2 (attached) show the Project easement area and the area requested to be added to the Urban Reserve. Figure 3 shows the area that the City originally requested to be added. Although the actual Project site totals 260 acres, the Project occupies portions of several parcels. The City had originally sought to include the entire

area of each of these parcels which total 1,653 acres in its Urban Reserve Area. This was based on the fact that the City cannot subdivide these parcels because they are not owned by the City. However, based on further discussion between City and County staff and according to the County attorneys it was determined that it is feasible to add portions parcels to the Urban Reserve and to later annex these portions. Based on this, and the concerns Board members had raised regarding the size of the requested area, the City amended its request to include a smaller area totaling approximately 740 acres.

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

The area proposed for inclusion in the urban reserve area meets the "urban in character" criteria as described in the Act. "Urban in character" includes areas used for urban recreational or conservation parklands or governmental purposes or areas undergoing development for any of these purposes including any parcels of land retained in their natural state or kept free of development as greenbelt areas. Clearly, this Project, in providing passive recreation, environmental education, conservation, and the governmental and public health purpose of water quality protection, meets these criteria.

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

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

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

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

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

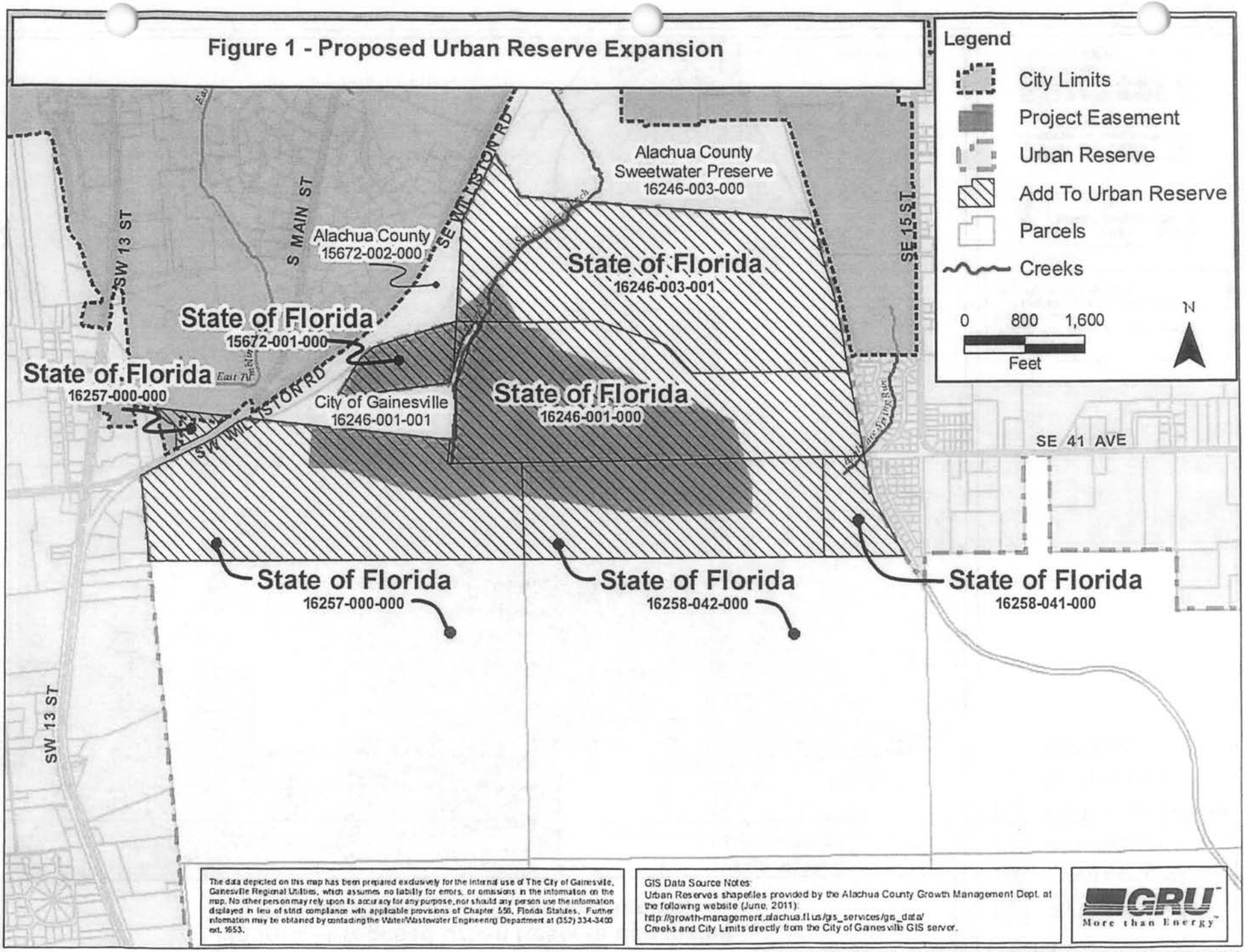
Requested Action

The City requests that the Board adopt the Resolution designating the updated Reserve Area Boundary for the City of Gainesville to include the requested property in accordance with the Boundary Adjustment Act.

Respectfully submitted

David M. Richardson
Assistant General Manager
Water/Wastewater Systems

Figure 1 - Proposed Urban Reserve Expansion



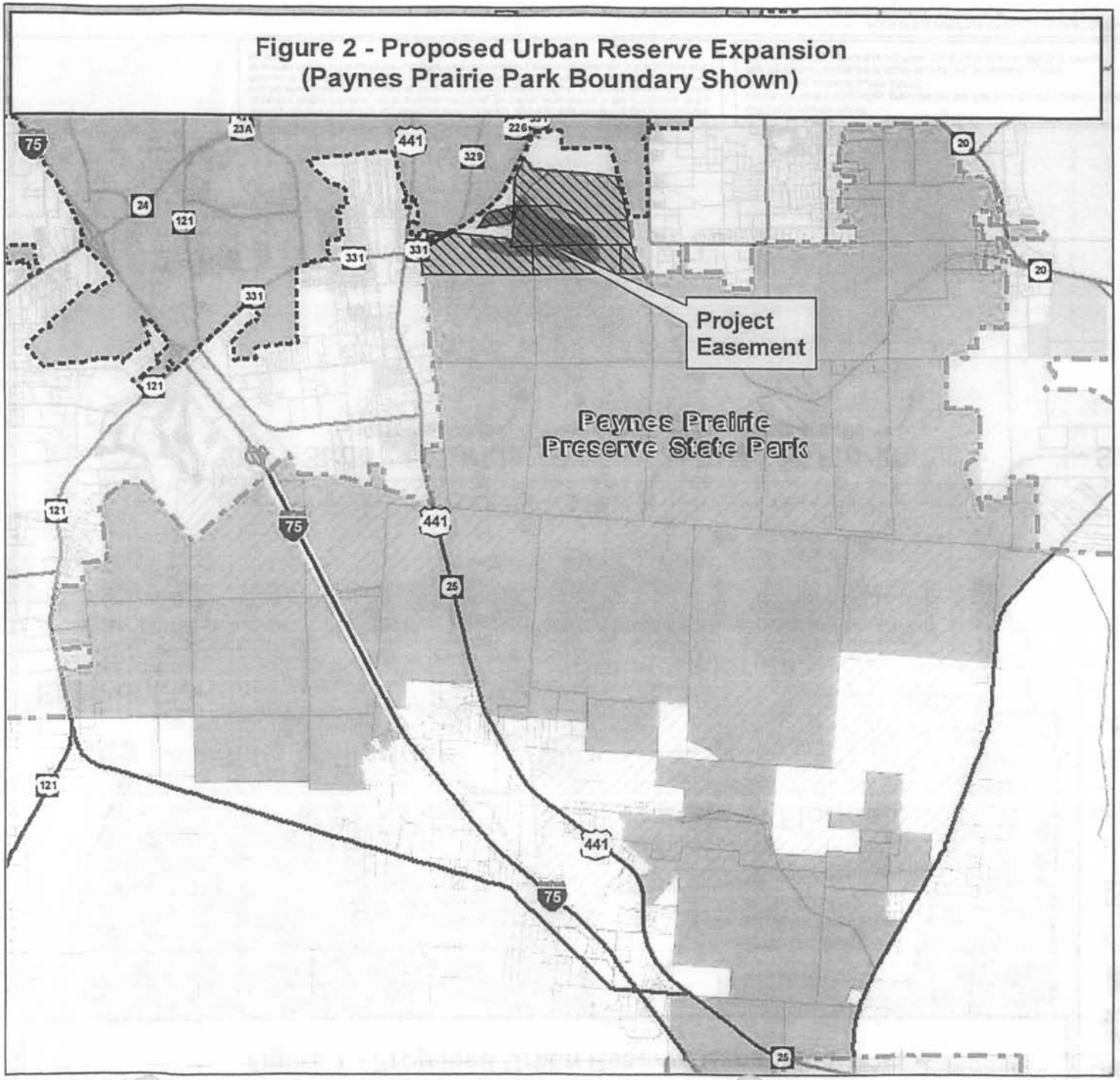
The data depicted on this map has been prepared exclusively for the internal use of The City of Gainesville, Gainesville Regional Utilities, which assumes no liability for errors, or omissions in the information on the map. No other person may rely upon its accuracy for any purpose, nor should any person use the information displayed in lieu of strict compliance with applicable provisions of Chapter 556, Florida Statutes. Further information may be obtained by contacting the Water/Wastewater Engineering Department at (352) 334-3400 ext. 1653.

GIS Data Source Notes:
Urban Reserves shapefiles provided by the Alachua County Growth Management Dept. at the following website (June, 2011):
http://growth-management.alachua.fl.us/gis_services/gis_data/
Creeks and City Limits directly from the City of Gainesville GIS server.

GRU More than Energy

PLOTTED 06/27/2011 BY C.A.O. D:\ARCDATA\PAYNES PRAIRIE\URB RESERVE REQUEST7 11x8.MXD

Figure 2 - Proposed Urban Reserve Expansion
(Paynes Prairie Park Boundary Shown)



Legend

- City Limits
- Project Easement
- Urban Reserve
- Add To Urban Reserve
- Prairie Park Bdy
- ACPA Parcels

GIS data sources:
-Parcels from Alachua County Property Appraiser GIS
-City Limits from City of Gainesville GIS
-Park boundary from FDEP

N

0 3,000 6,000
Feet

NOTE: LOCATIONS AND DIMENSIONS ARE GIVEN FOR UTILITIES' STAFF USE ONLY. ENGINEER/CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION

GRU
More than Energy

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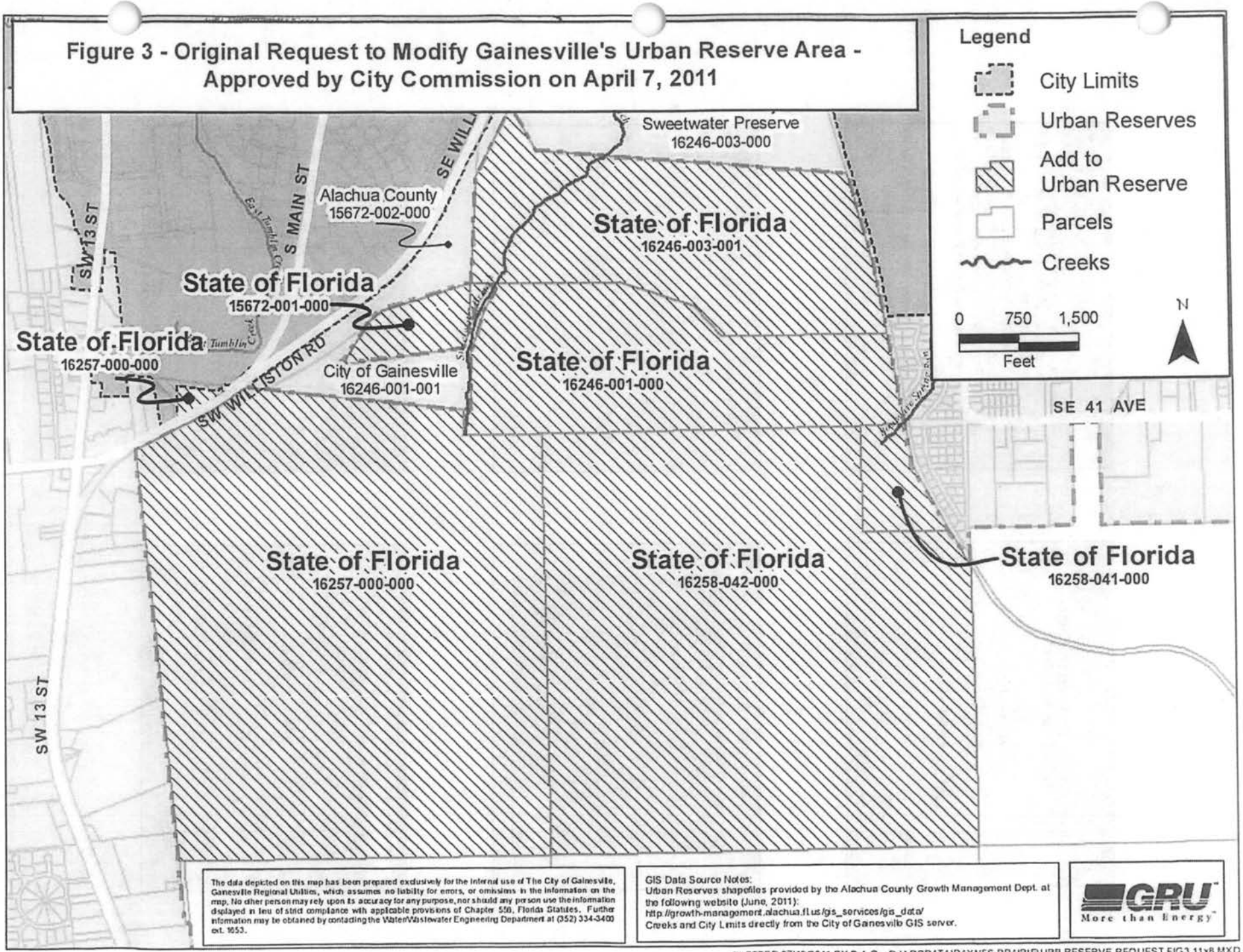
Figure 3 - Original Request to Modify Gainesville's Urban Reserve Area - Approved by City Commission on April 7, 2011



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City of Gainesville Request to Modify Urban Reserve Area

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

August 9, 2011

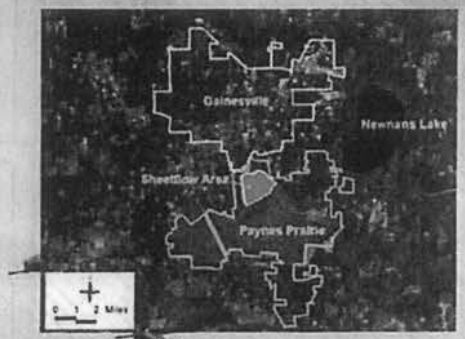
1

Background

- Alachua County Boundary Adjustment Act allows municipalities to request change to urban reserve on 5 year cycle after initial designation
- April 2011 - Gainesville City Commission voted to request a change in its urban reserve area to add the area that includes the Paynes Prairie Sheetflow Restoration Project
- Next opportunity to request changes to urban reserve is not until 2016
- June 14, 2011 – BoCC did not approve City's request
- City requested reconsideration &/or rehearing of BoCC denial
- June 28, 2011 – BoCC Approved motion to rehear

2

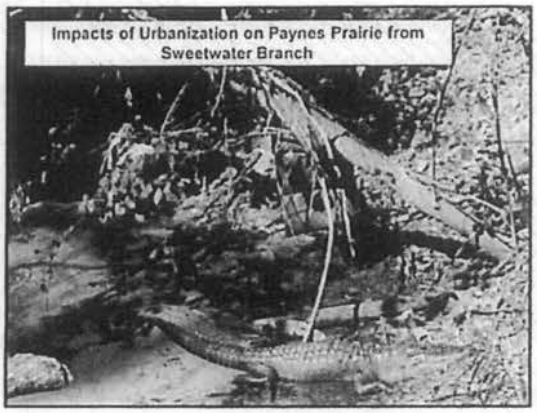
Project Location



Description of the Problem

3

- Sweetwater Branch was channeled directly to Alachua Sink in 1930s
- Sheetflow Lost
- 1,300 acres of wetlands impacted
- Direct flow path from Gainesville to Alachua Sink
- City of Gainesville must reduce nutrient loads from MSWRF and Stormwater Utility for Total Maximum Daily Loads (TMDL)



Alachua Sink Total Maximum Daily Load (TMDL)

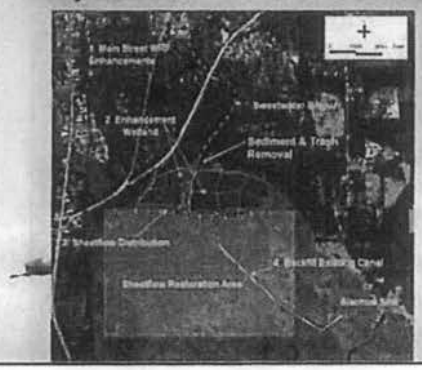
- Alachua Sink TMDL - 2006
  - Completed by FDEP & approved by EPA in 2006
    - Basin Management Action Plan (BMAP) process started in 2004
  - Requires reductions in Total Nitrogen from All Sources

	% Reduction
• Main Street WRF	55%
• Stormwater	45%
• Other Sources	45%

  - Paynes Prairie Sheetflow Restoration project will meet the TMDL requirements for GRU (Main Street WRF) and the City's Stormwater Utility
  - Project is a major environmental restoration project that addresses several problems in addition to TMDL

11

Paynes Prairie Sheetflow Restoration



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Project Benefits

1. Improve Water Quality in Alachua Sink
   - Meet TMDL
2. Restore 1,300 ac natural wetlands
   - Rehydrate
   - Remove Trash & Sediment
3. Protect Floridan Aquifer
4. Help Restore flow balance to Paynes Prairie
5. Wildlife habitat & public park
   - Additional conservation land added to park

14

Paynes Prairie Sheetflow Project

- Total Project Capital Cost = $26 Million
- Project Partners
  - City of Gainesville & GRU
    - *Funding $20 to $23 Million of Project Cost*
    - *Design, Construct & Operate Project*
  - FDOT
  - Florida DEP
  - St. Johns River Water Management District
  - Alachua County
    - Alachua County Forever – Purchased part of Edwards tract
    - ACEPD water quality monitoring
  - BMAP Working Group

15

Project Operation

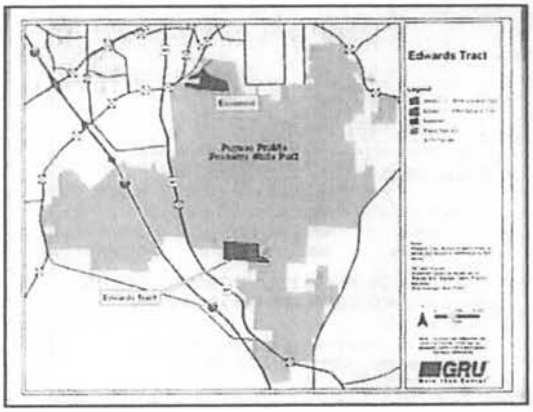
- Annual Operating Cost = $863,000/ year
  - Trash & Sediment Removal
  - Vegetation Management
  - Maintenance & Repair of Structures & Earthwork
  - Operation & Maintenance of Public Access Facilities
  - Monitoring
  - Phosphorus removal at Main Street Water Reclamation Facility
  - Security

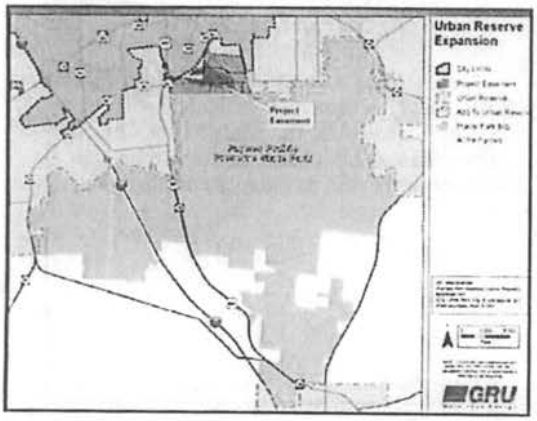
16

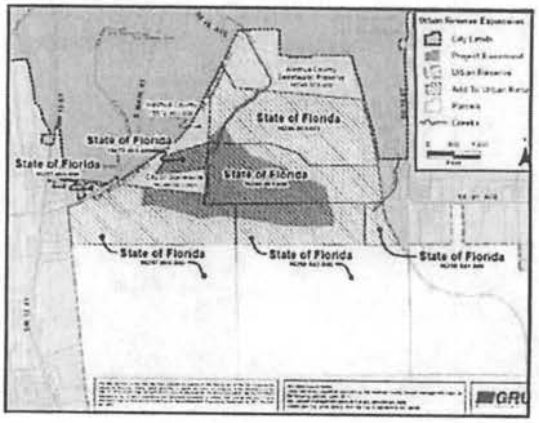
Land Rights

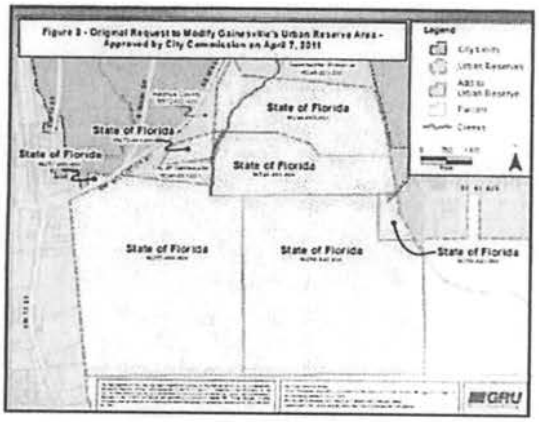
- Easement for Project Area
  - Total Project Area 260 ac
  - 225 ac easement area from State
  - 31 ac is already owned by City
  - Purchased 185 ac upland tract & exchanged for easement from state for Project area
    - City paid $590k share
  - Easement allows construction & operation of this project for life of project
- Negotiating purchase of property from Alachua County for public access
  - Proposed purchase price $10,267 per acre

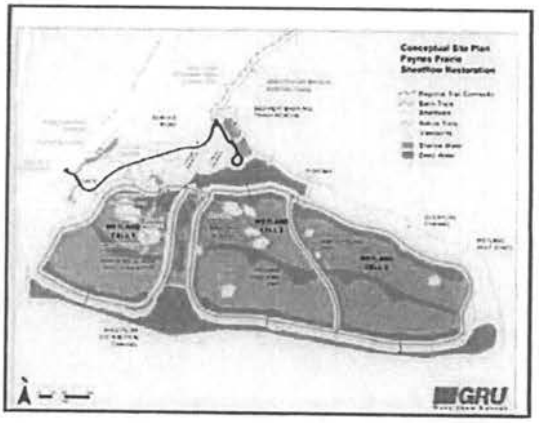
17











Requested Area Meets Criteria for Inclusion in Urban Reserve Area

- Boundary Adjustment Act requires area meet one or more "urban in character" criteria
- *"Urban in Character" means an area used for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes including any parcels retained in their natural state or kept free from development as greenbelt areas*
- Proposed area meets criteria
  - Passive recreation, conservation
  - Governmental – water quality protection

23

Importance of Project Being in City's Urban Reserve Area

- City intends to eventually request to annex project area
- Significant investment by City
  - $20 to $23 Million Capital, $863,000 /yr operations
- Significant operations at site
  - Other sites with significant operations have been annexed
    - Deerhaven, Kanapaha WRF
- Florida Dept of Parks & Recreation is amenable to proposed urban reserve addition & eventual annexation
  - Included in MOU for project
- Security Residence
- Park visitors & nearby residents will understand that operation of site is City responsibility

24

Requested Action

- Board adopt the resolution designating the updated Reserve Area Boundary for the City of Gainesville to include the requested property in accordance with the Boundary Adjustment Act

CITY OF GAINESVILLE
every path starts with passion
FLORIDA

Statement of Services 2011

The Alachua County Boundary Adjustment Act, Section 7, requires that the Urban Reserve Area be updated every five years. This updated Statement of Services includes changes in service provision, title changes, and Departmental reorganizations that have occurred in the last five years.

Contents

1. Communications 3
2. Community Redevelopment 3
3. Fire Rescue 4
4. Gas Service 5
5. Neighborhood Improvement 5
6. Parks, Recreation and Cultural Affairs 7
7. Planning & Development Services 8
8. Police Department 10
9. Potable Water 11
10. Public Works 11
11. Wastewater Service 13

1. Communications

The GRUCom fiber optic network is utilized to provide Private Line and Special Access Internet transport circuits. Additionally, GRUCom offers dial-up and Integrated Services Digital Network (ISDN) Internet access services under the domain names GRU.Net, Gator.Net, and SFCC.Net. Value added Internet related services, such as e-mail and roaming, are also available to GRUCom Internet access customers. GRUCom operates 11 communications towers in the Gainesville area and leases antenna space on these towers, as well as on two of the GRU water towers. Wireless communications service providers lease space on the towers and, in most cases, also purchase fiber transport services from GRUCom to receive and deliver traffic at the towers. GRUCom's fiber transport customers include other telecommunications companies, commercial and industrial businesses, governmental agencies, schools, and hospitals.

Two of the five antenna sites for the countywide public safety radio system are located on GRUCom towers. Frequencies allocated to the public safety radio system are under licenses issued by the Federal Communications Commission (FCC). GRUCom public safety radio services at the antenna sites are linked to the network controller and various dispatch centers utilizing GRUCom's transport services. Public safety radio customers consist solely of government entities.

Services Provided by Municipality before Annexation

GRUCom Services and associated facilities are located within the City of Gainesville corporate limits and within the Gainesville Urban Reserve Area. GRU's capital projects are funded by a combination of equity and proceeds from revenue bonds. Other services are provided from revenues derived from base rates and customer charges

Services Provided by Municipality after Annexation

The City of Gainesville will provide communications services and system extensions to newly annexed residents in the same manner services are currently provided to GRU customers in the City of Gainesville and the unincorporated area.

2. Community Redevelopment

The Gainesville Community Redevelopment Agency (CRA) was established in 1981. Its original purpose was to create a redevelopment framework in which the central city district would evolve into a more dynamic and thriving district. By 2001, the CRA expanded and was operating in four redevelopment areas: Eastside, Fifth Avenue/Pleasant Street, Downtown and College Park/University Heights. CRA projects enrich the community through economic development and infrastructure improvements in the areas they serve.

Services Provided by Municipality before Annexation

The City of Gainesville does not provide redevelopment services to the unincorporated Urban Reserve Area prior to annexation. The City of Gainesville does not provide any funding or facilities for redevelopment services for the unincorporated area prior to annexation. The City of Gainesville does not plan to provide any additional services for redevelopment in the unincorporated Urban Reserve Area prior to annexation.

Services Provided by Municipality after Annexation

The CRA is funded by tax increment funds from the redevelopment areas it serves. Additional redevelopment areas will be considered on a case-by-case basis.

3. Fire Rescue

Gainesville Fire Rescue (GFR) is an all-hazards department, providing a full range of emergency response and risk reduction services to its primary service area, the City of Gainesville. Through an interlocal agreement known as the Fire Services Assistance Agreement (FSAA), GFR works cooperatively with the Alachua County Department of Public Safety to provide closest unit response within the city limits and within an extended, unincorporated urban area surrounding the City. Services provided by GFR include:

- Fire suppression
- Advanced life support/emergency medical services
- Aircraft firefighting
- Hazardous materials response within a 12-county region
- Urban search and rescue response as part of the three-agency USAR Task Force 8
- Automatic aid for emergency and non-emergency calls within the FSAA
- Mutual aid to areas outside of the City and FSAA
- Risk reduction education within the City including fire station visits, car seat safety, and public education visits to schools and other institutions
- Fire investigations within the City
- Fire safety inspections and fire code enforcement within the City
- Youth programs including the Junior Fire Academy and Explorer Post within the City
- Plans review within the City
- Crowd manager training for establishments within the City through Operation Safe Club

Response services are provided from seven fire stations. In 2011, the City is adding an eighth fire station on NW 34th Street north of NW 39th Avenue.

Since 1996, fire and emergency medical services have been provided to the City of Gainesville by both city and county fire units under an interlocal agreement, which replaces and supersedes contracts from the preceding 24 years, starting in 1972. Each party may annually designate areas within its political boundary in which it does not desire services from the other. Each party may also change staffing levels under the same notice requirement. These "designations" are non-negotiable, and can be made solely for the benefit of the party receiving the services. The FSAA remains in effect until terminated by one or both parties with 365 days notice.

Services Provided by Municipality before Annexation

Fire rescue responses within the FSAA are compensated by a formula contained in the FSAA. Services are traded "per unit response" on a yearly basis with the party receiving the excess (over the break-even point), compensating the other. Adjustments in political boundaries impact the reimbursement by shifting which party receives the services from the other because the facilities remain in place absent an agreement to transfer them or the construction of new facilities. The City funds the entire budget of the department through the General Fund, a fire assessment fee added in 2010, grant funding and deposit reimbursements (if any) from the County in arrears, as they are collected.

There are no plans for any other additional fire and rescue services prior to annexation that are not already included in the FSAA or the shared responsibility of the North Central Florida Regional Hazardous Materials Team (NCFRHMT) or USAR Task Force 8.

Services Provided by Municipality after Annexation

Based on the FSAA, newly annexed residents will receive the same level of response service as prior to annexation. Non-response services provided post-annexation include fire investigation, fire safety inspection, public education, and other risk reduction activities.

The City of Gainesville will finance the provision of fire rescue services after annexation in the same manner as fire services are currently financed. Annexed properties will be subject to collection of the Special Assessment for Fire Services.

Newly annexed areas will receive the same level of service as existing city residents. If warranted, after an area is annexed, the City may choose to add additional apparatus, companies, equipment or fire stations to provide additional support to the area.

4. Gas Service

Gainesville Regional Utilities (GRU) currently provides natural gas service to customers within the City corporate limits and within Gainesville's Urban Reserve Area. Customers are provided natural gas primarily for water heating, space heating, and cooking purposes. GRU's Gas System is designed, operated and maintained to provide safety and reliability and to meet all requirements of the Federal Office of Pipeline Safety and the Florida Public Service Commission.

Services Provided by Municipality before Annexation

Customers are currently served in the Urban Reserve Area. GRU's capital projects are funded by a combination of equity and proceeds from revenue bonds. Other services are provided from revenues derived from bases rates and customer charges. A feasibility study is performed on every extension request. Developers must make a commitment to ensure that at least 80 percent of the houses in the development use gas for heating and water heating purposes. A financial analysis is performed to determine the rate of return over a 30-year period; if that return meets corporate objectives, then gas service is extended and fully paid for by GRU.

Services Provided by Municipality after Annexation

The City of Gainesville will provide gas services and gas system extensions to newly annexed residents in the same manner services are currently provided to GRU customers in the City of Gainesville and the Urban Reserve Area.

5. Neighborhood Improvement

The Neighborhood Improvement Department provides programs and services designed to improve Gainesville neighborhoods. With support from the Neighborhood Improvement and Conservation Commission and federal funding from the Community Development Block Grant (CDBG), Neighborhood Improvement offers a variety of tools homeowners can use to improve their homes and neighborhoods. These programs include neighborhood stabilization, improvements to housing, enforcement of City land codes, and redevelopment of older communities.

Code Enforcement

The Code Enforcement Division works, both proactively and reactively, to ensure compliance with the City's zoning, housing, commercial and dangerous building/hazardous land ordinances.

Services Provided by Municipality before Annexation

The City of Gainesville does not provide code enforcement services to the unincorporated Urban Reserve Area prior to annexation. The City of Gainesville does not provide any funding or facilities for code enforcement services for the unincorporated area prior to annexation. The City of Gainesville does not plan to provide any additional services for code enforcement services in the unincorporated Urban Reserve Area prior to annexation.

Services Provided by Municipality after Annexation

The City of Gainesville Code Enforcement Division is funded through the City's General Fund. Newly annexed areas will receive the same services as City residents.

Housing and Community Development

The City of Gainesville Housing and Community Development Division (HCD) provides comprehensive housing services to very low, low, and moderate-income City residents and eligible rental property developers to improve the quality of life and revitalize neighborhoods by providing decent, safe and affordable housing. Through the utilization of CDBG, HOME and State Housing Initiatives Partnership (SHIP) funding, the City provides a full range of housing services such as housing rehabilitation, house reconstruction, new single-family construction, down payment assistance, mortgage foreclosure intervention, rental rehabilitation, new construction rental, special needs housing, and homebuyer/homeowner education and training. The CDBG, HOME and SHIP funding awarded to the HCD may only be expended in the incorporated areas of the City. Funding for the SHIP program is subjected to the availability of state funds.

Services Provided by Municipality before Annexation

The City and Alachua County jointly administer and award funding for the Special Needs Housing Program through an interlocal agreement. Financing for the Special Needs Housing Program is provided by SHIP funding. No additional housing services are planned for the unincorporated reserve area before annexation.

Services Provided by Municipality after Annexation

The housing services provided by the City after annexation include Full Housing Rehabilitation, Moderate Rehabilitation, Emergency Repair, Roof Repair, House Reconstruction, New Single-Family Construction, Infill Housing Development, Down Payment Assistance, Mortgage Foreclosure Intervention, Rental Rehabilitation, New Construction Rental, Special Needs Housing, House Recycling, Permanent and Temporary Relocation and Homebuyer/Homeowner Education and Training.

The City would offer financial assistance by utilizing CDBG, HOME, SHIP and other procured funding as available after annexation within the incorporated areas of the City. Because the City is designated an entitlement area (as compared to the unincorporated area which must compete for these types of funds), it is anticipated funding levels will increase based on any increases in population.

No additional housing services are projected. The City will continue to provide the same level of housing services within all incorporated areas of the City.

6. Parks, Recreation and Cultural Affairs

The Department of Parks, Recreation and Cultural Affairs meets the community's need for diverse recreational, cultural and environmental education opportunities through professionally managed programs, events and services, stewardship of natural resources and maintenance of our public landscape. The department continues to improve and effectively maintain the City's active and passive parks, golf course, recreational facilities, urban forest, cultural programming and events, the historic Evergreen Cemetery and Thomas Center and other natural resources for the enjoyment of Gainesville residents and visitors.

Identification of Capital Facilities

The following capital facilities are available to City residents and to residents of the adopted Urban Reserve Area:

- Archery range
- Baseball/softball fields
- Jogging trails
- Track
- Multi-purpose courts
- Playground/picnic areas
- Racquetball courts
- Recreation centers
- Senior center
- Gymnasium
- Swimming pools
- Tennis courts
- Tot lots
- Skate parks

Alfred A. Ring Park, Morningside Nature Center, Bivens Arm Nature Park, Palm Point Park, Boulware Springs Park and Boulware Springs Historic Waterworks Facility, Cofrin Nature Park, Gumroot Park, Loblolly Environmental Facility and Loblolly Woods, the Lowland Flatwoods, and the Hogtown Creek Greenway, are among the many of the properties and parks of the Nature Operations Division. Westside Park, Northside Park, Greentree Park, Northeast Park, Lincoln Park, Cone Park, Possum Creek Park and T.B. McPherson Park are among many of the active park facilities maintained and improved by the departmental maintenance staff. In addition, several tracks of land in the Hogtown Creek Watershed and elsewhere in the Urban Reserve Area are owned, managed and operated by the City of Gainesville's Department of Parks, Recreation and Cultural Affairs. The City has a commitment through grants with the State to develop, operate and provide access to the residents of Alachua County to access these lands.

Services Provided by Municipality before Annexation

The City of Gainesville finances the provision of park, recreation and cultural affairs' services through user fees, the City's General Fund, special revenue accounts, and state and federal grants.

Residents in the unincorporated reserve choosing to participate in City of Gainesville recreation programs are required to pay a fee differential for program user fees. There are no plans for additional services for just the unincorporated Urban Reserve Area.

The Cultural Affairs Division currently provides services to all cultural and eco-heritage agencies in the entire County. Events and programs are open to all residents and visitors.

Services Provided by Municipality after Annexation

The City of Gainesville will finance the provision of services after annexation in the same manner as described above with the exception of differential fees. Upon annexation of the unincorporated areas, the City of Gainesville would eliminate the fee differential to the residents of that area. Plans for additional recreation and park services after annexation will be addressed on a case-by-case basis.

7. Planning & Development Services

Planning and Development Services is comprised of Planning, Economic Development and Building Inspection. Planning is responsible for all current and long-range city planning, including the Geographic Information Systems and Historic Preservation Program. Economic Development works to facilitate urban development and redevelopment citywide. Building Inspection promotes public safety in construction activities by enforcing applicable building, electrical, plumbing, mechanical, fire prevention and life safety codes citywide. The department also manages the First Step Development Assistance Center designed to provide a convenient one-stop location for review of applicable code requirements for prospective projects.

Comprehensive Plan/Land Use Regulations

The County shall enforce and administer the County's Comprehensive Plan and Land Development Regulations in the Reserve Area. The County shall levy and collect all fines and fees in the Urban Reserve Area. All proceeds collected by the County from fines and fees shall be used by the County.

The existing Alachua County Comprehensive Plan and Land Use Regulations shall remain enforced within newly annexed areas until the City of Gainesville amends its Comprehensive Plan to include annexed areas. City shall provide all planning services during the Comprehensive Plan amendment process using Alachua County Regulations.

No services will be provided in the Urban Reserve Area by Planning and Development staff. The City's Comprehensive Plan and Land Development Regulations only regulate development within the City limits.

The existing Alachua County Comprehensive Plan and Land Use Regulations shall be applied to the Urban Reserve Area prior to its being annexed. The City will provide the County with written comments and recommendations on all proposed land use amendments to the County's Comprehensive Plan, in the Urban Reserve Area.

Building Inspection

The City of Gainesville Building Inspection Division is responsible for issuing building permits and performing inspections for all new and remodeled construction performed in the City of Gainesville. Codes in effect in the City of Gainesville jurisdiction are:

- Current edition of the Florida Building Code
- Current edition of the International Mechanical Code
- Current edition of the International Plumbing Code
- Current edition of the International Fuel Gas Code
- Current edition of the National Electric Code
- Current edition of all of the NFPA standards
- Current edition of the Florida Fire Prevention Code and associated codes

As required by these Codes, the City of Gainesville Building Inspections Department will provide the same level of service currently provided within the city limits to newly annexed areas.

Services Provided by Municipality before Annexation

The City of Gainesville does not provide any services or associated facilities for the purpose of enforcing the Codes in the unincorporated reserve area prior to annexation except as provided for in the City of Gainesville/Alachua County Annexation Transition Agreement (ATA) in Section II. Additional exceptions include two city owned facilities in the unincorporated area: the Kanapaha Wastewater Treatment Plant and Wacahoota Archery Range.

The City of Gainesville does not provide any funding or facilities for building permitting for the unincorporated area prior to annexation, with exception of related expenses for Kanapaha Wastewater Treatment Plant and Wacahoota Archery Range.

The City of Gainesville does not plan to provide any additional services for building permitting in the unincorporated Urban Reserve Area prior to annexation.

Services Provided by Municipality after Annexation

The City of Gainesville Building Inspection Department is funded primarily from permit fees through the Florida Building Code Enterprise Fund. There are no known plans for additional building inspection services and associated facilities after annexation other than those that are currently provided.

Planning

The Planning Division includes comprehensive planning, current planning, historic preservation, environmental planning and geographic information systems.

Services Provided by Municipality before Annexation

The City of Gainesville does not provide land planning services to the unincorporated Urban Reserve Area prior to annexation. The City of Gainesville does not provide any funding or facilities for land planning services for the unincorporated area prior to annexation. The City of Gainesville does not plan to provide any additional services for land planning services in the unincorporated Urban Reserve Area prior to annexation.

Services Provided by Municipality <u>after</u> Annexation

The City of Gainesville Planning Division is funded partially by application fees, in addition to other sources from the City's General Fund.

There are no known plans for additional planning services and associated facilities after annexation other than those that are currently provided.

8. Police Department

Services provided by the Gainesville Police Department (GPD) include, but are not limited to:

- 24 hour-a-day, seven-day-a-week emergency police response, and high visibility proactive patrol service.
- Enforcing all state laws and municipal ordinances.
- Conducting follow-up criminal investigations.
- Handling all narcotics enforcement and drug interdiction to include mid-level and upper level sources.
- Providing specially trained personnel to conduct crime scene investigations.
- Presenting prosecutable cases to the State Attorney.
- Providing specialty enforcement, such as traffic enforcement, Bike Unit, K-9 Unit and Aviation Unit.
- Providing crime prevention resources to all residents.
- Assisting with the development of partnerships between GPD and community members to deal with crime and quality of life issues.

Communications for the Gainesville Police Department is provided by the Alachua County /City of Gainesville Combined Communications Center. The Combined Communications Center is operated by staff from the Alachua County Sheriff's Office and provides processing of all emergency and non-emergency public safety calls for the City of Gainesville.

Services Provided by Municipality <u>before</u> Annexation

Except in times of emergency or other special requests, routine police services are not provided by the Gainesville Police Department outside the City limits, with the exception of Joint Aviation Unit and several investigative multi-agency task forces which operate inside and outside the City limits.

Funding for GPD is provided primarily through the General Fund. Funding for the Joint Aviation Unit and other special operations outside of the City limits is through a combination of the City of Gainesville's General Fund and contraband forfeiture funds.

There are currently no plans for the Gainesville Police Department to provide additional services to any area outside the current City limits.

Services Provided by Municipality <u>after</u> Annexation

Newly annexed areas will receive the same level of police service as current residents. If required, new police zones may be added in order to provide such service to newly annexed areas.

The City of Gainesville provides funding for the provision of police services after annexation through General Fund, and federal and state grants.

At this time, there are no plans for the Gainesville Police Department to provide additional services, other than those provided to all City residents. If necessary, specific needs will be addressed on a case-by-case basis.

9. Potable Water

GRU provides potable water for residents residing in the City limits, and those residing in the Urban Reserve Area. Customers use the potable water for domestic, commercial, industrial, and irrigation purposes. The water distribution system also supports fire hydrants. The Murphree Water Treatment Plant and the water distribution system are operated and maintained to provide high quality water on a continuous basis. Water is monitored at the plant as well as in the distribution system to ensure that treated water is of high quality and that the quality is not degraded in the distribution system.

Services Provided by Municipality before Annexation

GRU currently provides potable water to customers within the City limits and in the Urban Reserve Area. GRU's capital projects are funded by a combination of equity and proceeds from revenue bonds. Other services are provided from revenues derived from bases rates and customer charges. Extension costs are often paid in whole or in part by developers.

Services Provided by Municipality after Annexation

The City of Gainesville will provide water service and water system extensions to newly annexed residents in the same manner services are currently provided to GRU customers in the City of Gainesville and the unincorporated area.

10. Public Works

The Public Works Department maintains the city infrastructure, including streets, sidewalks, stormwater systems and traffic signs/signals; provides engineering services, including implementation of capital improvement program, development review and the Clean Water Partnership Program; provides parking management services; delivers integrated pest management services; manages solid waste collection, including reduction and disposal services and delivers public transportation services through the Regional Transit System (RTS), which has provided public transportation to Gainesville and neighboring areas of Alachua County for more than 37 years.

Solid Waste

In accordance with Article III of the City of Gainesville Code of Ordinances, the City of Gainesville provides citywide disposal services for all residential and commercial solid waste generated within the City limits. The City provides public education on recycling, proper disposal practices, and waste reduction to all citizens and businesses within the City. Additionally, the City's Solid Waste Division provides citywide solid waste inspection and code enforcement services to all residential homes and commercial properties. Residential curbside collection service of garbage, recyclable materials and yard waste is mandatory for residential homes within the limits of the City of Gainesville. An interlocal disposal agreement between the City and County provides that residential garbage is taken for disposal to the County Transfer Station

Facility. The City pays the set disposal tipping fee at the Transfer Station. Commercial franchise policies and City Code of Ordinances govern collection of garbage, recyclables and yard waste from commercial properties in the City. There is no agreement for waste collected from commercial properties in the City to be taken to a designated facility.

Services Provided by Municipality before Annexation

The City does not provide solid waste services to the unincorporated reserve area nor does the City plan to provide additional services to the unincorporated reserve area.

Services Provided by Municipality after Annexation

The City provides residential collection of garbage, recyclable materials and unlimited quantity of yard waste. Residential and commercial public education on recycling, proper disposal practices and waste reduction are also provided by the City's Solid Waste Division.

All services are funded through the City of Gainesville Solid Waste Division Enterprise Fund. No funds are provided by the General Fund to support solid waste services. Residential customer services and public education programs are funded through monthly utilities fees for services provided, and appear on a resident's GRU monthly utility bill. Commercial services and public education programs are funded by the collection of commercial franchise fees from waste hauling companies operating in the City limits. There are no plans for additional solid waste services after annexation

Stormwater

The Stormwater Utility within the Public Works Department maintains the City's infrastructure for stormwater management systems, which provides drainage flood control and water quality treatment. The Engineering Division is responsible for the design, construction, and maintenance of stormwater management facilities in accordance with the Comprehensive Stormwater Management Plan.

Services Provided by Municipality before Annexation

The City does not provide stormwater services to the unincorporated reserve area nor does the City plan to provide additional services to the unincorporated reserve area.

Services Provided by Municipality after Annexation

The City of Gainesville will provide stormwater management services to newly incorporated areas after annexation. Such services include maintenance of public stormwater management facilities, street sweeping, mosquito control services, storm sewer and open ditch system maintenance, National Pollutant Discharge Elimination System (NPDES) program compliance and FEMA flood control requirements.

The City of Gainesville finances the stormwater management program through a Stormwater Management Utility Fund (an enterprise fund) - a fee system that is charged to all developed properties that discharge to the public stormwater management system. Newly annexed properties will be charged this fee based on the type of property and whether the stormwater from such property discharges into the City's system.

Assessment for additional stormwater management services or facilities would be based on criteria within the Stormwater Utilities "Clean Water Programs," and these assessments would occur after annexation.

Transportation Planning and Regional Transit System

The Transportation Planning and Traffic Operations Division are responsible for the planning, design, operation and maintenance necessary to provide an effective and safe transportation network for vehicular, bicycle and pedestrian traffic. The Regional Transit System (RTS) has delivered public transportation services to Gainesville and neighboring areas of Alachua County for more than 37 years.

Services Provided by Municipality before Annexation

The City of Gainesville provides maintenance and operation services for all traffic signals and flashing beacons throughout Alachua County including the unincorporated reserve area.

Financing for the maintenance and operation services for traffic signals and flashing beacons in the unincorporated area is provided through interlocal agreements with Alachua County and related municipalities. The City of Gainesville finances transit and paratransit services in portions of the unincorporated reserve area through use of gas taxes, federal and state grants and interlocal agreements with Alachua County, and user fees.

The City of Gainesville does not currently have plans to provide additional services before annexation. The City of Gainesville provides transit service in a portion of the reserve area.

Services Provided by Municipality after Annexation

The City of Gainesville will provide all transportation related services including maintenance and operation of traffic signals, traffic signs and markings, flashing beacons, city rights-of-way, transit and paratransit operations, all transportation planning and engineering functions to newly annexed areas. The City of Gainesville finances transportation services and facilities from General Fund sources of revenue as well as user fees, and federal and state grants. The City of Gainesville does not currently have plans to provide additional services after annexation.

Transit and paratransit services to newly annexed areas are financed through state and federal grants, user fees and contractual agreements. Additional transit services and routes will be considered on a case-by-case basis.

11. Wastewater Service

GRU provides wastewater collection and treatment services within the City of Gainesville and within the Gainesville Urban Reserve Area. Wastewater is treated to meet applicable state and federal requirements at either the Main Street Wastewater Treatment Plant located in the City of Gainesville, or the Kanapaha Water Reclamation Facility located in the Urban Reserve Area.

Services Provided by Municipality before Annexation

GRU provides wastewater collection and treatment services within the City of Gainesville and within the Gainesville Urban Reserve Area. GRU's capital projects are funded by a combination of equity and proceeds from revenue bonds. Other services are provided from revenues derived from base rates and customer charges. Wastewater collection system extensions are partially funded by the developer requesting the extension. New wastewater customers pay the fully allocated cost of the treatment facilities required to serve them in the form of plant connection fees, and the cost of collection facilities in the form of collection system charges and CIAC. Any developer requesting off-site extension of either gravity sewers or force mains pays CIAC in an

amount sufficient to ensure that GRU receives an appropriate rate of return on its portion of extension costs.

Services Provided by Municipality after Annexation

The City of Gainesville will provide wastewater service and wastewater system extensions to newly annexed residents in the same manner services are currently provided to all GRU customers.

Analysis of how the City's Proposed Reserve Area Change Meets the Criteria for Designation of Reserve Areas Established under the Alachua County Boundary Adjustment Act

Submitted by City of Gainesville Staff, July 21, 2011

Criteria for designating reserve areas. - Reserve areas designated for a municipality shall comply with the following criteria:

(1) Reserve areas designated for a municipality shall:

(a) Be adjacent to the municipality.

The area to be included in Gainesville's Urban Reserve Area is adjacent to the existing reserve area, which itself is adjacent to the municipal city limits.

(b) Be urban in character or likely to become urban in character within the next 10 years.

The area proposed for inclusion in the urban reserve area will include the Sweetwater Branch / Paynes Prairie Sheetflow Restoration Project. The project will restore over 1,300 acres of impacted wetlands, provide protection of the Floridan aquifer, and offer outstanding wildlife habitat and opportunities for public recreation. The area proposed for inclusion in the reserve area meets the "urban in character" criteria as described in the Boundary Adjustment Act below:

"Urban in character" means an area used for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes including any parcels of land retained in their natural state or kept free of development as greenbelt areas.

In addition, the project is intended to:

1. Cost effectively attain regulatory water quality requirements for the City of Gainesville and the Florida Department of Transportation;
2. Create about 125 acres of high-quality wetland wildlife habitat and a public use area for bird-watching and nature study within the Sweetwater Branch Wetland Park;
3. Naturally assimilate nutrients, sediments and other pollutants in Sweetwater Branch in order to protect Paynes Prairie, Alachua Sink, and the Floridan Aquifer; and
4. Restore part of the overall water balance to Paynes Prairie, which has been impacted by diversion of water from the Prairie at Prairie Creek.

(c) Be areas in which population growth should be directed so as to promote efficient delivery of urban services, including police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation and other services, and to encourage more concentrated urban development.

The public use area of the Sweetwater Branch / Paynes Prairie Sheetflow Restoration Project will be served by GRU potable water. On-site residence is planned to provide a GPD law enforcement presence and after hours surveillance. The project will provide additional park and recreation facilities for existing and future residents and visitors to the area.

(2) Reserve areas designated for a municipality shall not:

(a) Contain areas outside the county in which the municipality lies, contain areas within the corporate limits of another municipality, or contain areas within another municipality's reserve area.

Analysis of how the City's Proposed Reserve Area Change Meets the Criteria for Designation of Reserve Areas Established under the Alachua County Boundary Adjustment Act

Submitted by City of Gainesville Staff, July 21, 2011

The proposed area is within Alachua County and is not within the corporate limits or urban reserve of another municipality.

(b) Contain areas which could be provided with urban services more efficiently by the county or other municipality.

The project represents a significant investment by GRU and General Government; therefore it is preferable for service delivery and future land use decisions to be under the purview of City government.

(c) Contain areas which cannot reasonably be foreseen to be provided with the urban services provided by the municipality within the next 10 years

The conceptual project plan, approved by Alachua County, outlines the only improvements that will take place. These improvements will be carried out within the next ten years.

(d) Contain areas which the municipality cannot reasonably have the capacity or capital facilities within the next 10 years to provide, at a minimum, the level of services provided by the county to the reserve areas.

The Sweetwater Branch / Paynes Prairie Sheetflow Restoration Project will be developed over the next ten years through capital investments by the City of Gainesville. There are sufficient resources to provide the minimum level of services to these future facilities.

Excerpts from the Boundary Adjustment Act Relating to Reserve Areas, Statement of Services and 5-Year Review and Update

Special Act Adopted by Florida Legislature for Alachua County – Laws of Fla., ch. 90-496 and amended by Laws of Fla., ch. 91-382, 93-347 and codified in the Alachua County Administrative Code, Chapter 225.

Chapter 225, Alachua County Code

Sec. 225.04. Definitions.

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

(12) *Public notice* means publication of the time and place of the hearing, including a short description of the proposed action, at least once a week for the two consecutive weeks immediately proceeding the date of the hearing in a newspaper of general circulation in the county.

(15) *Reserve area* means an area designated pursuant to section 225.05 of this chapter or as otherwise designated by special act as an area reserved for annexation by a municipality pursuant to the procedures set forth in this act.

(17) *Urban in character* means an area used for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes, including any parcels of land retained in their natural state or kept free of development as greenbelt areas.

(19) *Urban services* means any services, other than electric utility services, provided by a municipality on substantially the same basis and in the same manner, either directly or by contract, to its present residents.

Sec. 225.05. Establishment of reserve areas.

(1) Not later than January 31, 1991, the county and each municipality shall give public notice and shall hold a hearing on the designation of reserve areas.

(2) Not more than 90 days after each hearing, the municipality shall designate, on a map or maps, a proposed reserve area or reserve areas for itself, and the county shall designate, on a map or maps, proposed reserve areas for each of the municipalities within its boundaries. Such proposed reserve areas shall meet the criteria specified in section 225.06.

(3) The county shall also adopt a statement identifying any services, such as police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation, and other services, which are provided by the county to residents of its proposed reserve areas; any capital facilities being used to provide such services in the proposed reserve areas; and any plans it has to provide additional services or to provide services other than electric utility services to additional areas within its proposed

reserve areas. The county shall also include in the statement an identification of the land uses and densities and intensities which are permitted in the proposed reserve areas by the county's comprehensive plan. The county shall also include in its statement its position regarding the requirements of paragraphs (7)(a), (b), (c), and (d).

(4) Each municipality shall also adopt a statement identifying any services, such as police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation, and other services, which are provided by the municipality to residents of the municipality's proposed reserve area or areas; any capital facilities being used to provide such services in the proposed reserve area or areas; and any plans the municipality has to provide such additional services other than electric utility services or to provide services to additional areas within its proposed reserve area or areas. Each municipality shall also include in the statement an identification of the land uses and densities and intensities of development it deems most appropriate for its proposed reserve area or areas. The municipality shall also include in its statement its position regarding the requirements of paragraphs (7)(a), (b), (c), and (d).

(5) (a) Not later than seven days after the deadline for designation of proposed reserve areas, the county and each municipality shall submit a copy of the map or maps of its proposed reserve area or areas and the statements required by subsections (3) and (4) to the other municipalities within the county in which such municipality lies and each municipality shall make the same submission to the county.

(b) If a municipality or the county fails to submit its proposed reserve area designation and the required accompanying statement within seven days after the deadline for designation as required by this subsection, it waives all rights to participate in any proceedings conducted under this section for five years. No reserve area shall be designated for a municipality which fails to submit its proposed reserve area designation and the required accompanying statement as required by this subsection. Accordingly, the county, or the most populous municipality which is eligible to perform the duties required by this section, is prohibited from designating a reserve area for a municipality which fails to submit its proposed reserve area designation and the required accompanying statement as required by this subsection.

(6) The municipalities within the county and the county itself shall attempt, through informal negotiation or mediation, assisted, upon request, by the regional planning council or other mediator mutually acceptable to the county and the municipality or municipalities negotiating with the county, to eliminate any conflicts or overlaps in the proposed reserve area designations, and the positions of the county and the municipalities within the county with regard to the statements required by paragraphs (7)(a), (b), (c), and (d). Such negotiations shall be completed not later than 120 days following the deadline for designation of proposed reserve areas.

(7) After the informal negotiation, but not more than 90 days after the end of the 120-day period permitted for negotiation pursuant to subsection (6), the county shall adopt a final reserve area designation for each of the municipalities within its boundaries and shall submit copies of such designation to each municipality within its boundaries. The county shall also adopt a statement for each reserve area stating:

(a) Whether the comprehensive plan and land use regulations of the county or the municipality for which the reserve area is designated shall apply prior to its being annexed.

(b) Whether the municipality or the county shall enforce and administer the comprehensive plan and how proceeds from fines and fees charged pursuant to such enforcement will be distributed.

(c) Which services identified pursuant to this section the county shall provide and which services the municipality shall provide in the reserve area, both before and after annexation, and how these services will be financed.

(d) Any other matters related to the reserve area designation on which there is agreement.

Such statements shall include only statements on which there is agreement between the county and the municipality for which the reserve area has been designated. Prior to adopting the designation and statements pursuant to this subsection, the county shall give public notice and shall hold a public hearing. The designations of reserve areas made by the county pursuant to this subsection shall be limited to resolving any remaining areas of overlap and conflict in the initial designations made pursuant to subsections (1), (2), (3), and (4) and shall incorporate agreements made pursuant to the informal negotiations. The reserve areas designated by the county under this subsection shall be the reserve areas for the municipalities unless a municipality or affected person challenges the designation of a reserve area pursuant to subsection (8). The county shall submit copies of the final designations and statements to each municipality which has not waived its rights to participate in proceedings under this section. If the county has failed to submit a reserve area designation and statements as required under subsection (5), the most populous municipality therein which has submitted a reserve area designation and statements as required under subsection (5) shall perform the duties of the county pursuant to this subsection. If the county did designate a reserve area and submitted statements as required under subsection (5) but fails to perform the duties required by this subsection, the most populous municipality therein which is eligible to perform the duties required by this subsection shall perform such duties and the county shall have waived its rights to participate in any proceedings conducted under this section for five years. Any municipality failing to perform its duties as required hereunder shall have waived its rights to participate in any proceedings conducted under this section, and its right to have a reserve area designated for it, for five years. Failure of the county to adopt the final reserve area designations for each of the municipalities as required by this subsection shall extend the 90-day time limit for an additional 90 days for the next succeeding most populous municipality.

(8)... The final designation and statement adopted by the county shall be effective 61 days after its adoption, unless such designation is challenged by the filing of a petition pursuant to this subsection, in which case the designation shall be effective on the latter of the 61st day after the division's final order. [*Details of Subsections (8) through (11) and all of Subsection (9) relate to arbitration and administrative proceedings and hearings are omitted.]*

(Laws of Fla., ch. 90-496, § 5; Laws of Fla., ch. 91-382, § 3)

Sec. 225.06. Criteria for designating reserve areas.

Reserve areas designated for a municipality shall comply with the following criteria:

(1) Reserve areas designated for a municipality shall:

(a) Be adjacent to the municipality.

(b) Be urban in character or likely to become urban in character within the next ten years.

(c) Be areas in which population growth should be directed so as to promote efficient delivery of urban services, including police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation and other services, and to encourage more concentrated urban development.

(2) Reserve areas designated for a municipality shall not:

(a) Contain areas outside the county in which the municipality lies, contain areas within the corporate limits of another municipality, or contain areas within another municipality's reserve area.

(b) Contain areas which could be provided with urban services more efficiently by the county or other municipality.

(c) Contain areas which cannot reasonably be foreseen to be provided with the urban services provided by the municipality within the next 10 years.

(d) Contain areas which the municipality cannot reasonably have the capacity or capital facilities within the next 10 years to provide, at a minimum, the level of services provided by the county to the reserve areas.
(Laws of Fla., ch. 90-496, § 6; Laws of Fla., ch. 91-382, § 4)

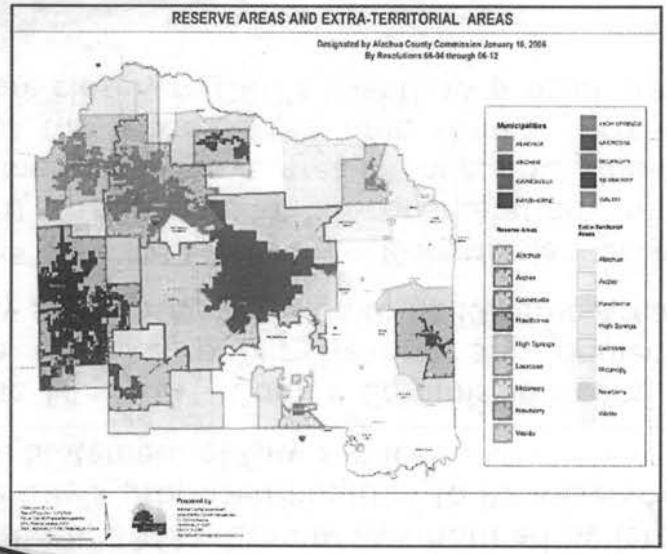
Sec. 225.07. Procedure for amending reserve area designations and statements.

(1) Every five years after the final designation of all of the reserve areas in the county, each municipality in the county shall review its reserve areas and accompanying statements and the county shall review all of the reserve areas and accompanying statements for municipalities within the county.
(2) Based on the review, if the county desires a change in any of the reserve area designations or statements, or if a municipality desires a change in its own reserve area designations and statements, the county shall, within 90 days after the initiation of the review, notify all municipalities in the county and, in the case of a municipality desiring a change, the county. The notice shall include the proposed changes in reserve area designations and statements. The county or municipality shall also notify the regional planning agency of the desired changes in reserve areas and statements.
(3) Municipalities desiring a change in their own reserve areas or statements, the county, and any other municipality affected shall participate in the proceedings required pursuant to section 225.05, adjusting such proceedings as may be required to accommodate amendments to designations and statements, rather than proposals for them.
(4) Municipalities not desiring to change their designations and statements, and not affected by proposals of the municipalities or by the county's proposals regarding changes, need not participate in proceedings under this section.

Request by City of Gainesville for Amendment of Reserve Area Under the Boundary Adjustment Act

BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING
August 9, 2011

RESERVE AREAS ADOPTED IN 2006



ALACHUA COUNTY BOUNDARY ADJUSTMENT ACT (BAA)

- Special Act adopted by the State in 1990 governing annexation in Alachua County
- Requires review of Reserve Areas (i.e. the areas reserved exclusively for annexation by each municipality) and Statements of Services by the County and each municipality every 5 years
- Last review and update completed in March 2006

2011 RESERVE AREA REVIEW PROCESS

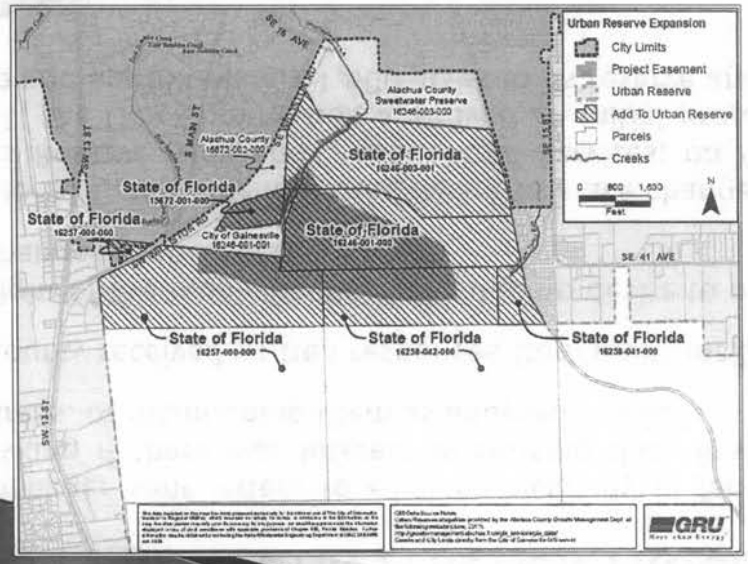
- Manager sent letters to each municipality in January asking if there was interest in revising their Reserve Areas, or maintaining them as adopted in 2006.
- County received written responses from municipalities
- Eight of the municipalities indicated no desire to make changes to their Reserve Areas
- City of Gainesville indicated desire to make changes to its Reserve Area and Statement of Services; on April 21, the City Commission approved an initial proposal to add approximately 1,600 acres to its reserve area

UPDATE OF GAINESVILLE RESERVE AREA

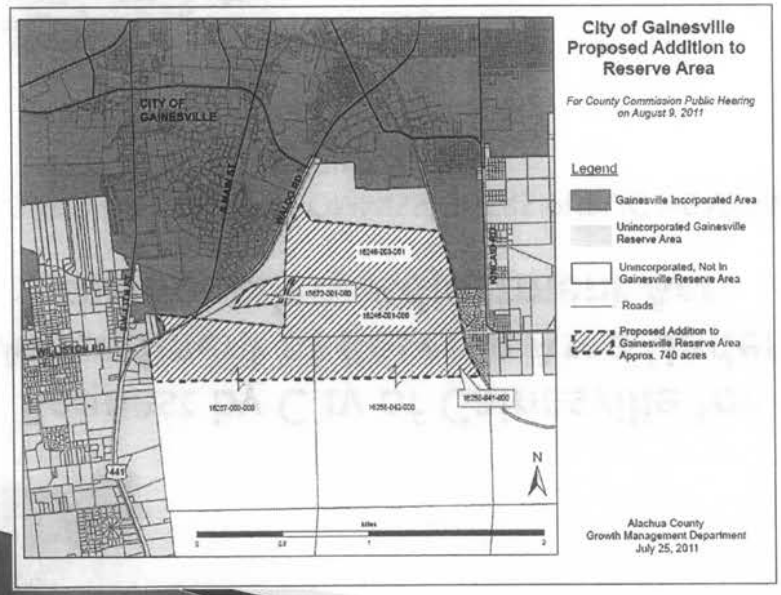
- April 28, 2011: County was notified by letter of the City's proposed addition to its Reserve Area and Statement of City Services
- June 14, 2011: County Commission conducted the required public hearing and denied the City's proposed addition to its Reserve Area
- June 28, 2011: County Commission accepted GRU's request for reconsideration of the Gainesville Reserve Area change; BoCC indicated that the reconsidered area should correspond more closely to GRU's Sheetflow project area.

REVISED PROPOSAL TO MODIFY RESERVE AREA

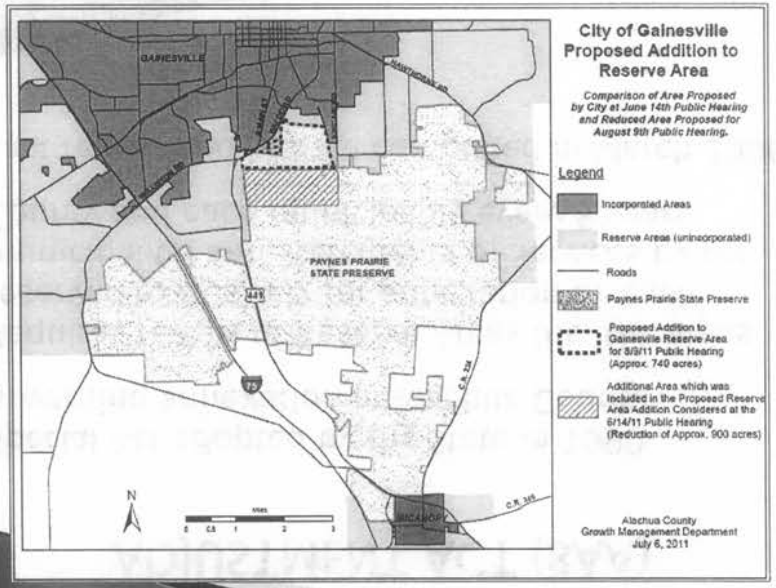
AS APPROVED BY GAINESVILLE CITY COMMISSION ON JULY 7TH, 2011



REVISED PROPOSAL TO MODIFY RESERVE AREA



REDUCTION IN PROPOSED RESERVE AREA CHANGE



CRITERIA FOR RESERVE AREAS

- Section 225.06 of BAA provides that Reserve areas **shall** comply with the following criteria:

  (a) Be adjacent to the municipality;

  (b) Be "urban in character" or likely to become so within the next ten years;

  (c) Be areas in which population growth should be directed to promote efficient delivery of urban services as detailed in the BAA and "encourage more concentrated urban development".

CRITERIA FOR RESERVE AREAS

Section 225.06 of BAA provides the following definition of "urban in character":

Urban in character means an area used for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes, including any parcels of land retained in their natural state or kept free of development as greenbelt areas.

CRITERIA FOR RESERVE AREAS

Section 225.06 provides that Reserve Areas **shall not:**

a) Contain areas outside the county, within the limits of another municipality or another municipality's reserve area;

b) contain areas which could be provided urban services more efficiently by the county or other municipality;

c) contain areas which cannot reasonably be foreseen to be provided with urban services provided by the municipality within the next 10 years; or

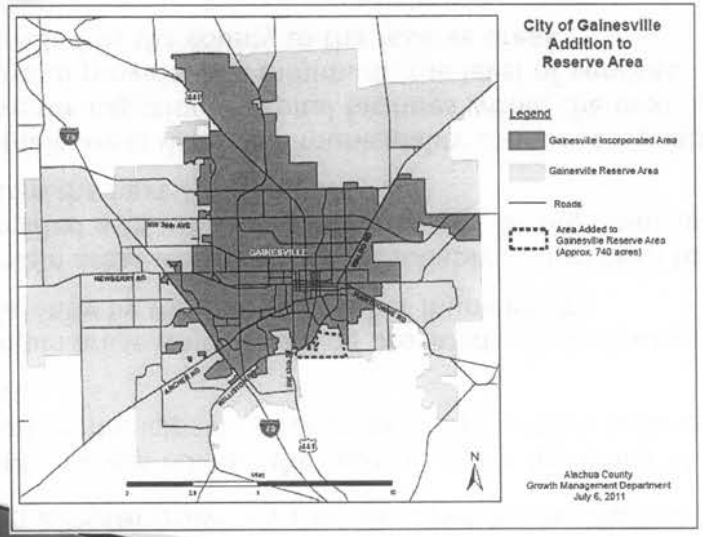
d) Contain areas which the municipality cannot reasonably have the capacity or capital facilities within the next 10 years to provide, at a minimum, the level of services provided by the county to the reserve areas.

RESOLUTION FOR ADOPTION

- Exhibit A – Map of Revised Reserve Area for City of Gainesville
- Exhibit B – Statement of County Services for Gainesville Reserve Area
- Reserve Areas for other 8 municipalities, as adopted in 2006, shall remain in effect and be reviewed in 5 years

MAP OF UPDATED RESERVE AREA

EXHIBIT A OF RESOLUTION FOR ADOPTION



RECOMMENDATION

- Adopt Resolution designating an updated Reserve Area and Statement of County Services for the Gainesville Reserve Area.
- Authorize transmittal of a letter from the County Manager to the City of Gainesville and other municipalities, notifying them of the Board's decision.

August 9, 2011 Regular BoCC Meeting
Agenda Item #27

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

Amount
N/A

Description

Approval of the following Board of County Commission Minutes:

April 5, 2011 - 10:00 A.M. & 5:00 P.M.; April 11, 2011; April 12, 2011; April 19, 2011; April 26, 2011; May 10, 2011

Recommendation

Approve the following Board of County Commission Minutes:

April 5, 2011 - 10:00 A.M. & 5:00 P.M.; April 11, 2011; April 12, 2011; April 19, 2011; April 26, 2011; May 5, 2011

Alternative(s)
Do not approve the minutes.

Requested By
Steve Donahey

Originating Department
Finance & Accounting

Attachment(s) Description
Minutes

Documents Requiring Action

Minutes:

April 5, 2011 - 10:00 A.M. & 5:00 P.M.; April 11, 2011; April 12, 2011; April 19, 2011; April 26, 2011; May 5, 2011

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: BOCC 041211.pdf
Attachment: BOCC 041911.pdf
Attachment: BOCC 040511.pdf
Attachment: BOCC 042611.pdf
Attachment: BOCC 040511B.pdf
Attachment: BOCC 051011.pdf
Attachment: BOCC 041111.pdf

Tuesday, April 5, 2011 – 10:00 A.M.
County Administration Building
Grace Knight Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in special session.

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney; Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Office of Management and Budget Director Suzanne Gable, Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 10:01 A.M.

*****

ADOPTION OF THE AGENDA

Commissioner Baird moved adoption of the agenda as printed. The motion carried 4-0 with Commissioner DeLaney out of the room.

I. Environmental Scan
Amount: N/A
Recommended Action: Discussion on latest budget issues

County Manager Reid and Office of Management and Budget Director Suzanne Gable presented the above item.

Commissioner DeLaney entered at 10:47 A.M.

II. Department of Public Safety – Program and Service Presentation
Amount: N/A
Recommended Action: Information Only – no action requested.

Public Safety Director Ed Bailey presented the above item.

Chair Pinkoson recognized Fire Chief Bill Northcutt who presented comments to the Board.

III. Recess for lunch and re-convene in Jack Durrance Auditorium, Room 209
Amount: N/A
Recommended Action: Recess for lunch and re-convene

BOARD RECESSED AT: 12:08 P.M.
BOARD RECONVENED: 1:35 P.M.

IV. Community Support Services Presentation

Community Support Services Director Elmira Warren presented the above item.

Chair Pinkoson recognized Social Services Director Candie Nixon, Victim Services Director Loretta Golden, Poverty Reduction Director John Skelly, Cooperative Extension Director Cindy Sanders, Administrative Support Manager Bonnie Hinson, and Health Department Representative Paul Myers who presented comments to the Board.

V. Stormwater Management Program, further direction to Manager
Amount: N/A
Recommended Action: Stormwater Management Program, further direction to Manager.

County Manager Reid, Public Works Director Richard Hedrick, and County Engineer Dave Cerlanek presented the above item.

Commissioner DeLaney moved to defer the stormwater tax to Calendar Year 2013.

Chair Pinkoson recognized Rob Brinkman who presented comments to the Board.

The motion carried 5-0.

VI. Sales Tax for Roads, further direction to Manager
Amount: N/A
Recommended Action: Sales Tax for Roads, further direction to Manager

Commissioner Long moved to refer to the manager the question of what is the process required for the Board of County Commissioners to consider a sales tax referendum and requested that the following information be supplied:

1. What the process will be for engaging the public and local municipalities?

2. A list of projects of maintenance-only projects and all projects that require enhancements based upon the corridor design manual within 60 days.

3. Definition of maintenance and reconstruction.

4. List in detail what is required for each project.

Chair Pinkoson recognized Joanie Ellis and Rob Brinkman who presented comments to the Board.

The motion carried 5-0.

Public Comments

Chair Pinkoson recognized Jack Donovan and Rob Brinkman who presented comments to the Board.

Commissioner Byerly moved to direct staff to evaluate green burials as a means of burial for indigent persons. The motion carried 5-0.

There being no further business before the Board the meeting was adjourned at 4:48 P.M.

Tuesday, April 5, 2011 – 5:00 P.M.
County Administration Building
Jack Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in special session.

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney; Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, Assistant County Attorney David Schwartz, Office of Management and Budget Director Suzanne Gable, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 5:17 P.M.

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ADOPTION OF THE AGENDA

Commissioner DeLaney moved adoption of the agenda as printed. The motion carried 4-0 with Commissioner Long out of the room.

I. Update/Amendment of Alachua County Comprehensive Plan (CPA-08-10) based on Evaluation and Appraisal Report

Growth Management Director Steve Lachnicht and Principal Planner Ken Zeichner presented the above item.

Commissioner Long entered at 5:21 P.M.

Commissioner Baird moved to suspend the process for 1 year. The motion failed for lack of a second.

Chair Pinkoson recognized Diane Dimperio who presented comments to the Board.

Commissioner Baird moved to table the Community Health Element for further evaluation.

Chair Pinkoson recognized Assistant County Attorney David Schwartz, Assistant County Manager Richard Drummond, and Growth Management Director Steve Lachnicht who presented comments to the Board.

Commissioner Byerly moved the substitute motion to defer the Community Health Element for 1 week. Commissioner Byerly withdrew the motion.

Commissioner Byerly moved the substitute motion that the County adopt the Ordinance 11-01 amending Comprehensive Plan (CPA 08-10) based on the Evaluation and Appraisal with the following modifications:

1. That Policies 1.1.3, 1.1.4, and 1.1.7 be deleted.
2. That Policy 1.2.3 read as follows "~~Develop and~~ encourage volunteer opportunities in community projects that promote community health. Examples of such programs include creek and lake clean-ups, walk-to-school groups, and helpers for the elderly or disabled.
3. Delete Policy 1.2.4
4. Revise Policy 1.3.1.2 as follows: "Alachua County shall consider programs to encourage ~~property owners to make~~ use of its vacant properties as community gardens."
5. Revise Policy 1.3.1.4 as follows: "Alachua County discourage the sale of less healthy foods and beverages as defined by Institute of Medicine within ~~local~~ County government facilities including recreational areas."
6. Delete Policy 1.3.2 and delete Objective 1.5 and all its policies.
7. Also includes staff recommendations for Policy 2.1 Potable Water/Sanitary Sewer Element and to renumber as appropriate.

The motion failed for lack of a second.

Commissioner Byerly moved to adopt Ordinance 11-01 amending the Alachua County Comprehensive Plan (CPA 08-10) based on the Evaluation and Appraisal Report with modifications proposed by staff and the following amendment:

1. That Policy 1.2.5(C) on page 88 be amended as follows "Life cycle costs ~~should~~ shall be considered in the design and construction of government facilities and the analysis shall be provided to the Board."

Commissioner Pinkoson recognized Environmental Protection Director Chris Bird, Senior Transportation Planner Jeff Hays, and Waste Alternatives Manager Sally Palmi who presented comments to the Board.

Commissioner Byerly moved the amended motion to adopt Ordinance 11-01 amending the Alachua County Comprehensive Plan (CPA 08-10) based on the Evaluation and Appraisal Report with modifications proposed by staff and the following amendments:

1. That Policy 1.2.5(C) on page 88 be amended as follows "Life cycle costs ~~should~~ shall be considered in the design and construction of government facilities and the analysis shall be presented to the Board for consideration."

2. Page 71 Policy 4.5.21 5. shall read "The County shall encourage the public and private water suppliers in the County to implement aggressive, but fair, water conservation pricing rate structures."

Chair Pinkoson recognized John Martin, Assistant County Attorney Dave Schwartz, Laurie Newsome, Rod Gonzalez, George Elmore, Nancy Daring, Wilbert Holloway, Rob Brinkman, and Mark Hessenberg who presented comments to the Board

The motion carried 3-2 with Commissioners Baird and Pinkoson voting "Nay".

Monday, April 11, 2011 – 7:00 P.M.
Archer City Hall
16780 SW 134th Avenue
Archer, Florida

The Alachua County Commission and the Archer City Commission met in joint special session.

PRESENT: Chair Lee Pinkoson, presiding: Commissioners Susan Baird and Paula M. DeLaney

Mayor Frank Ogborn, Vice Mayor Marjorie Zander, Commissioners Gabe Green, Roberta Lopez, and Blanche Parker

ABSENT: Commissioners Mike Byerly and Rodney J. Long

ALSO PRESENT: County Manager Randal Reid, County Attorney David Wagner, Assistant County Manager Richard Drummond, City of Archer Manager John Glanzer

The meeting started as a workshop due to a lack of a quorum Commissioner Pinkoson and DeLaney were present.

I. Archer Sewer System Project

City of Archer Manager John Glanzer presented the above item.

II. Archer Community Center Update

City of Archer Manager John Glanzer presented the above item.

Commissioner Baird entered at 7:16 P.M.

Citizen Comments

Chair Pinkoson recognized Caroline Caponi and Holman,

Tuesday, April 12, 2011 – 9:00 A.M. & 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in regular session.

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney, Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, Assistant County Manager Richard Drummond, County Attorney David Wagner, Agenda Coordinator Darlene Ryon, Clerk of the Court Irby, Assistant Clerk/Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 9:00 A.M.

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Invocation

1. Invocation by Pastor Lonnie Broome, Orange Heights Baptist Church, Hawthorne.
Amount: N/A
Recommended Action: Hear Invocation by Pastor Lonnie Broome, Orange Heights Baptist Church, Hawthorne.

Lonnie Broome of Orange Heights Baptist Church gave the Invocation.

Pledge of Allegiance

2. Pledge
Amount: N/A
Recommended Action: Hear Pledge

Chair Pinkoson led the Pledge of Allegiance.

Approval of Agenda

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

Mr. Reid stated that an Item will be added following Item #11 to consent to hire (promote) Court Services Director and Item #39. Annual Disaster Debris Removal, Reduction and Disposal Services: RFP 11-75 will be deferred to a future date for consideration.

Mr. Reid further stated that Item #48 Neighborhood Stabilization Program (NSP) Sales Agreement has been pulled from the Consent Agenda and moved to the Regular Agenda following Item #15 for consideration.

Commissioner Long moved adoption of the agenda as amended. The motion carried 5-0.

The motion to approve the agenda includes the Public Hearing Agenda and approval of all items and recommended actions on the Consent Agenda.

(The approved agenda documents are attached to and made part of these minutes.)

Announcements

4. Announcements, Mark Sexton, Communications Coordinator
Amount: N/A
Recommended Action: Hear Announcements by Mark Sexton Communications Coordinator

Mr. Sexton presented the following items:

1. Alachua Youth Build is having an open house Wednesday April 13, 2011 from 5:00 till 6:30 P.M. at the neighborhood resource center at 1130 NE 16th Ave. They train young people in construction techniques and pay them during training. For more information call (352) 244-5137.

2. Residents are invited to the Alachua County Career Expo on April 20, 2011 from 10:00 A.M. till 1:00 P.M. It we be held at the Santa Fe College Center for Innovation and Economic Development. For more information call (352) 374-5219.

3. There is a Special Budget Meeting on Tuesday April 19, 2011 in the Grace Knight Conference Room at 9:00 A.M. The focus is on the Judicial System, Constitutional Officers, and Justice System Capital Projects.

4. The Alachua County Environmental Protection Department will be giving a presentation called Making Every Drop of Water Count on April 14, 2011 at 2033 Mowry Road. For more information call (352) 264-6829.

Public Comments (9:30 AM)

5. A.M. Public Comments
Amount: N/A
Recommended Action: Hear Public Comments

(There was no one present who wished to address the Board.)

Time Certain

6. 1:30 P.M. Sheriff Darnell
Amount: N/A
Recommended Action: Hear Presentation by Sheriff Darnell

Chair Pinkoson recognized Sheriff Darnell and Sheriff Victim Services Director Laura Knudson who presented the above item.

Chair Pinkoson recognized Alachua County Victim Services Director Loretta Golden who presented comments to the Board.

Community Outreach
Recognitions and Proclamations

7. Length of Service Recipients
Amount: N/A
Recommended Action: Recognize County Employees that have reached a Length of Service or Career Milestone in March, 2011.

Kim Baldry, Human Resources Manager, presented the above item.

8. Proclamation: "Creation Care Week" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring April 16 - 24, 2011 as "Creation Care Week" in Alachua County, Florida

Commissioner DeLaney read and presented the Proclamation to Pastor Lonnie Broome who accepted it with gratitude.

9. Proclamation: "REinvest Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring April 12, 2011 as "REinvest Day" in Alachua County, Florida

Chair Pinkoson read and presented the Proclamation to Val Leitner who accepted it with gratitude.

Governmental Units
County Attorney

10. County's Recovery of Response Costs for Providing Input for the Record of Decision for the Cabot Koppers Superfund Site
Amount: N/A
Recommended Action: Direct the County Attorney to work with the City of Gainesville staff to assert a claim for County response costs in the amount of $43,621.34 against Beazer East, Inc.

County Attorney David Wagner presented the above item.

Commissioner DeLaney exited at 9:28 A.M.

Commissioner Long moved to direct the County Attorney to work with the City of Gainesville staff to assert a claim for County response costs in the amount of $43,621.34 against Beazer East, Inc. The motion carried 4-0 with Commissioner DeLaney out of the room.

Commissioner DeLaney entered at 9:30 A.M.

Commissioner Long moved to authorize the attorney to further investigate with an environmental attorney whether or not the County can assert a claim regarding the Beazer East issue and if the County can assist the citizens in their lawsuit. The motion carried 5-0.

County Manager

11. 2010 to 2013 Collective Bargaining Agreement (CBA) for IAFF Management Unit and IAFF General Unit
Amount: N/A
Recommended Action: Approve the New 2010-2013 Collective Bargaining Agreement Contracts with IAFF

David Gordon, Employees Relations Manager, presented the above item.

Commissioner Long moved to approve the New 2010-2013 Collective Bargaining Agreement Contracts with IAFF. The motion carried 5-0.

ADDED ITEM:

Consent to Hire (Promote) Court Services Director effective April 13, 2011 and approve designating the Court Services Director classification as Senior Management Service Retirement class.
Amount: N/A
Recommended Action: Confirm the appointment of Thomas A. Tonkavich as Court Services Director at the annual salary of $86,000.00 and approve the retirement designation of the Court Services Director classification.

Commissioner Long moved to defer the above item until the first available meeting after the County Manager's vacation to direct staff to provide the information requested in the memo provided:

To assist us in this effort, I am requesting the following information be provided to the Board prior to the ıeeting when this item is scheduled to be considered:

1. Copies of applications, resumes and letters of reference of all applicants interviewed for the Court Services Director position.
2. The job description including qualifications and other criteria for the Court Services Director position.
3. A report from Human Resources and the Equal Opportunity Manager of the process used to interview the applicants in accordance with Policy No. 4-6, 9 b, 9b ii, 9b iii, 9b iv, and 9b v.
4. A report from Human Resources and the Equal Opportunity Office showing whether or not Policy No. 4-6 1c Veterans Preference was applicable in this job offer and if it was given to eligible veterans in accordance with Florida Statutes.
5. Included in the report from the Human Resources and Equal Opportunity Manager, explain how this proposed hire will address the Board's effort to address the areas of underutilization in the workforce.
6. A matrix from Human Resources of all candidates listing their experience, knowledge and years of service in criminal justice, education, supervisor experience including number of employees supervised, budgeting experience, and other identified criteria listed in the job description
7. Copies of all questions asked by each member of the interview panels of each applicant.
8. Copies of written responses or notes including personal observations, impressions and ranking of each applicant from members of the interview panels.
9. The names, professions and contact information of each member of the interview panels.
10. Guidelines if any provided by the Manager to each panel as to his desires for the new Court Services Director.
11. All documents computerized and written including questions and responses asked by the Manager of each applicant during or regarding their personal interviews.

The motion carried 3-2 with Commissioner Baird and Pinkoson voting "Nay".

County Manager Reid stated that he is appointing Mr. Tonkavich as the acting Court Services Director until such time as this matter can be resolved.

Community Planning Group

12. Presentation: High Performance Home Program
Amount: N/A
Recommended Action: Authorize staff to proceed with development of the High Performance Home Program

Holly Banner, Planner, presented the above item.

Chair Pinkoson recognized John Freeman and Dave Hellman who presented comments to the Board.

Commissioner DeLaney moved to authorize staff to proceed with development of the High Performance Home Program.

Chair Pinkoson recognized Matthew Hurst who presented comments to the Board.

The motion carried 5-0.

13. Evaluation of County's Construction and Demolition Landfill Special Use Permit (SUP) Renewal Process
Amount: N/A
Recommended Action: Staff recommends a reduced submittal requirement and fee for the SUP renewal and DRC development plan application for C and D landfill operations under the following specific circumstances: At the time of SUP renewal, if the applicant is proposing no changes and no compliance or enforcement issues have occurred during the past 5 years, the county will charge a minor SUP fee ($1,200) and allow the development plan to be reviewed as a minor amendment ($800). This represents a fee reduction of 60 percent from the existing fee structure and this change would also remove the requirements for the SUP renewal to go to the Planning Commission, subsequently saving the applicant time as well.

Stephen Hofstetter, Natural Resource Program Division Supervisor, presented the above item.

Chair Pinkoson recognized Paul Florence, Sally Palmi, and Jim Plainer who presented comments to the Board.

Commissioner DeLaney moved to reduce the submittal requirement and fee for the SUP renewal and DRC development plan application for C and D landfill operations under the following specific circumstances: At the time of SUP renewal, if the applicant is proposing no changes and no compliance or enforcement issues have occurred during the past 5 years, the county will charge a minor SUP fee ($1,200) and allow the development plan to be reviewed as a minor amendment ($800). This represents a fee reduction of 60 percent from the existing fee structure and this change would also remove the requirements for the SUP renewal to go to the Planning Commission, subsequently saving the applicant time as well and direct staff to include language in the next round of code changes for items that may not require Development Review Committee review. The motion carried 5-0.

14. Timber Harvesting Business Plan for Alachua County Forever Preserves
Amount: N/A
Recommended Action: Adopt the Alachua County Forever Timber Harvesting Business Plan and adopt the associated principles, policies and directives

Ramesh Buch, Land Conservation Manager, presented the above item.

Commissioner Byerly moved to defer this matter to the next Regular Meeting. The motion carried 5-0.

15. NW/SW 91st Street Construction Contract
Amount: $1,494,935.62
Recommended Action: Approve the construction contract with DAB Constructors, Inc. for County Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Cobblefield Roundabout Modifications

Chris Zeigler, Senior Engineering Tech, presented the above item.

Commissioner Byerly moved to approve the construction contract with DAB Constructors, Inc. for County Project No. 6334 Resurfacing of NW/SW 91st Street from SW 8th Avenue to Newberry Road and Cobblefield Roundabout Modifications.

Chair Pinkoson recognized Betsy Hurst and Matthew Hurst who presented comments to the Board.

Commissioner Baird moved the substitute motion to eliminate the curbs, gutters, and flumes from the project. The motion failed for lack of a second.

The original motion carried 4-1 with Commissioner Baird voting "Nay".

48. Neighborhood Stabilization Program (NSP) Sales Agreement
Amount: $92,000.00
Recommended Action: Approve the sales agreement for Neighborhood Stabilization Program Home 001

Commissioner Byerly moved to approve the sales agreement for Neighborhood Stabilization Program Home 001. The motion carried 4-1 with Commissioner Baird voting "Nay".

BOARD RECESSED AT: 1:21 P.M.
BOARD RECONVENED: 1:50 P.M.

County Manager Reports

16. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report

Closing Comments
Public Comments - 15 minutes

17. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

(There was no one present who wished to address the Board.)

Commission Comments

18. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Long stated that the Florida Association of Counties will be in town tomorrow. Commissioner Long encouraged all the commissioners to participate in the Florida Association of Counties advanced Commissioner training activities.

Evening Community Outreach and Public Hearing (5:00 P.M.)
Proclamations, Recognitions and Presentations

19. Proclamation: "Jazz Appreciation Month" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring April 2011 as "Jazz Appreciation Month" in Alachua County, Florida

Commissioner Baird read and presented the Proclamation to Scott Koons who accepted it with gratitude.

20. Proclamation: "National Public Safety Telecommunications Week" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring April 10 - 16, 2011 as "National Public Safety Telecommunications Week" in Alachua County, Florida.

Chair Pinkoson read and presented the Proclamation to Jen Froberg who accepted it with gratitude.

Quasi-Judicial/Zoning Items
Summary Items

County Attorney David Wagner stated that while the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence, as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony.

Mr. Wagner further stated that all persons wishing to participate and speak on an issue at the public hearing would be sworn in prior to speaking during this proceeding. All persons will have the right, through the Chair, to ask questions, seek clarification of comments made and to respond to the comments or presentations of staff or other speakers, or to refute or respond to any ex-parte communication. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes.

Deputy Clerk Steve Donahey asked if any Commissioner had received oral or written communication regarding the items. Mr. Donahey requested that Commissioners disclose the substance of the communication and identify the person(s) making the communication(s).

Commissioner Pinkoson stated that he had a conversation with the County Attorney involving Item #24 ZOM 03-11.

Deputy Clerk Steve Donahey swore those present who wished to present testimony.

(The Notice of Hearing on the following item appeared in the March 31, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

24. ZOM-03-11: A request to rezone from 'BP' (Business/Professional) district and 'BH' (Business/Highway) district to 'HM' (Hospital Medical) district on approximately 13.9 acres.
Amount: N/A
Recommended Action: Staff recommends that the Board hear the request to rezone from BH district and BP district to HM district on approximately 13.9 acres on SW 13 and adopt the resolution approving the requested zoning change.

Jerry Brewington, Senior Planner, presented the above item.

Commissioner DeLaney moved to hear the request to rezone from BH district and BP district to HM district on approximately 13.9 acres on SW 13 and adopt the resolution approving the requested zoning change.

Chair Pinkoson opened the Public Hearing at 5:15 P.M.

There was no one present who wished to present comments to the Board.

Chair Pinkoson closed the Public Hearing at 5:16 P.M.

The motion carried 5-0.

(The Notice of Hearing on the following item appeared in the March 31, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

25. Town of Tioga Planned Development Phase 14
Amount: N/A
Recommended Action: Approve the proposed final plat for Town of Tioga Planned Development Phase 14.

Rick Wolf, Codes Enforcement Director, presented the above item.

Commissioner DeLaney moved to approve the proposed final plat for Town of Tioga Planned Development Phase 14.

Chair Pinkoson opened the Public Hearing at 5:18 P.M.

There was no one present who wished to present comments to the Board.

Chair Pinkoson closed the Public Hearing at 5:18 P.M.

The motion carried 5-0.

(The Notice of Hearing on the following item appeared in the March 31, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

26. Longleaf Planned Development Unit IV, Phases VII and VIII
Amount: N/A
Recommended Action: Approve the proposed final plat of Longleaf Planned Development Unit IV, Phases VII and VIII

Commissioner Long moved to approve the proposed final plat of Longleaf Planned Development Unit IV, Phases VII and VIII.

Chair Pinkoson opened the Public Hearing at 5:20 P.M.

There was no one present who wished to present comments to the Board.

Chair Pinkoson closed the Public Hearing at 5:20 P.M.

The motion carried 5-0.

Public Hearings
Legislative items

(The Notice of Hearing on the following item appeared in the March 31, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

22. Comprehensive Plan Amendment to Update the Capital Improvements Element (CPA 01-11)
Amount: N/A
Recommended Action: Adopt Comprehensive Plan Amendment CPA 01-11 as provided in the attached staff report.

Senior Planner Ben Chumley and Impact Fee Manager Jonathan Paul presented the above item.

Commissioner Byerly requested a memo to the Board containin ten year ridership trends and the study that shows the impact.

Commissioner Byerly moved to adopt Comprehensive Plan Amendment CPA 01-11 as provided in the attached staff report.

Chair Pinkoson opened the Public Hearing at 6:10 P.M.

Chair Pinkoson recognized Julie Garrett, Jackie Batson, Steve Shell, Matthew Hurst, Carol Short, and Adam Bolton who presented comments to the Board.

Chair Pinkoson closed the Public Hearing at 6:24 P.M.

The motion carried 4-1 with Commissioner Baird voting "Nay".

(The Notice of Hearing on the following item appeared in the March 31, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

23. Multi-Modal Transportation Mitigation Ordinance
Amount: N/A
Recommended Action: Approve Ordinance 11-03, the Multi-Modal Transportation Mitigation Program.

Jonathan Paul, Impact Fee Manager, presented the above item.

The Board of County Commission recessed and reconvened as the Land Development Regulations Committee at 6:49 P.M.

Commissioner DeLaney moved to find the proposed Ordinance to implement the Multi-Modal Transportation Mitigation plan consistent with the Comprehensive Plan. The motion carried 5-0.

The Land Development Regulations Committee adjourned and reconvened as the Board of County Commissioners at 6:51 P.M.

Commissioner DeLaney moved approval of Ordinance 11-03, the Multi-Modal Transportation Mitigation Program with the following amendments proposed by staff and requested a workshop to consider the capital projects associated with this matter:

Policy 407.118 (e)

4. Developments that have currently constructed 25% or more ~~more than 25%~~ of the roadway~~s~~ lane miles for the entire ~~within a~~ development based on the approved preliminary or final development plans or that have constructed a collector or arterial roadway shown on the future highway functional classification map may apply for a transportation concurrency vesting letter and may request and be granted vesting to the transportation impact fee schedule in effect at the time of application. The transportation impact fee schedule would be used to determine the impact fee rate for the remaining un-built portions of the development. Complete and accurate applications must be submitted by September 30th, ~~July 31st,~~ 2011. The application must include documentation, signed and sealed by a licensed professional engineer, that demonstrates the 25% threshold has been achieved or that a collector or arterial roadway consistent with the future highway functional classification map has been constructed.

Policy 407.118 (e)

5. Developments that have constructed 50% or more ~~than 50%~~ of the roadway~~s~~ lane miles for the entire ~~within a~~ development based on approved preliminary or final development plans prior to expiration of a valid transportation CLSC may apply for a concurrency vesting letter and may request and be granted vesting to pay the transportation impact fee in effect at the time of building permit for the remainder of the development. Complete and accurate applications must be submitted prior to expiration of a valid transportation CLSC. The application must include documentation, signed and sealed by a licensed professional engineer, that demonstrates the 50% threshold has been achieved.

Chair Pinkoson opened the Public Hearing at 7:13 P.M.

Chair Pinkoson recognized Rod Tuttle, Cara Sutton, Carey Stillwell, Barry Ruttenberg, Anne Barkdoll, Matthew Hurst, Ed Brown, Nancy Darren, and Cindy Smith who presented comments to Board.

The motion carried 5-0.

(The Notice of Hearing on the following item appeared in the March 31, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

27. Add certain properties acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places.
Amount: N/A
Recommended Action: Adopt the Attached Resolutions to add the referenced properties acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places.

Ramesh Buch, Land Conservation Manager, presented the above item.

Commissioner Byerly moved to adopt the Attached Resolutions to add the referenced properties acquired through the Alachua County Forever Program to the Alachua County Registry of Protected Public Places.

Chair Pinkoson opened the Public Hearing at 8:15 P.M.

Chair Pinkoson recognized John Reiskind, Robert Hutchinson, Tim Gan, Steve Shell, Jackie Bats, Joanie Ellis, Jack Hauptman, Whitey Markel, Rob Brinkman, Barry Ruttenberg, Cindy Smith, Annie Orlando, Bob Simons, Steve Robitide, Susan Jacobson, Howard Jelks, Katie Sevine, Jessie Huston, Jen Mc Davies, Caesar Delarosa, Ellen Toms, Helen Warren, Rosalie Bandyopadhyay, Michael Adler, Nancy Darren, Dee Peck, Charles Peck, David Pace, Ann Barkdoll, Bill Richards, Christian Zuckner, Julie Garrett, Pam Williams, Doug Hornbeck, and Brent Barker who presented comments to the Board.

Chair Pinkoson closed the Public Hearing at 9:37 P.M.

The motion failed 3-2 with Commissioner Baird and Pinkoson voting "Nay".

(The motion to added properties to the registry has to have a majority plus one to pass.)

Commissioner Byerly moved to add Sweetwater and Watermelon Pond to the registry. The motion carried 5-0.

Commissioner Byerly moved to direct staff to work with Public Works to determine possible transportation right of ways on the N.E. Flatwoods, Phifer, Mill Creek Preserve, Barr Hammock and bring back to the Board as soon as possible.

Chair Pinkoson recognized Brett Barker, Doria Gordon, Kevin Veach, David McCracken, and Linda Pollini who presented comments to the Board.

The motion carried 5-0.

Public Comments - then resume Public Hearing (5:30 P.M.)

21. P.M. Public Comments
Amount: N/A
Recommended Action: Hear PM Public Comments

Chair Pinkoson recognized Matthew Hurst, Betsy Hurst, Kali Blount, and Rob Brinkman who presented comments to the Board.

Closing Comments
Public Comments - 15 minutes

28. P.M. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

(There was no one present who wished to address the Board.)

There being no further business before the Board the meeting was adjourned at 10:21 P.M.

Adjourn
CONSENT/Community Outreach
Recognitions and Proclamations

29. Proclamation: "Children's Week" in Alachua County, Florida
Amount: N/A
Recommended Action: Approve a proclamation declaring April 3 - 9, 2011 as "Children's Week" in Alachua County, Florida

30. Proclamation: "Child Abuse Prevention Month" in Alachua County, Florida
Amount: N/A
Recommended Action: Approve a proclamation declaring April 2011 as "Child Abuse Prevention Month" in Alachua County, Florida

31. Proclamation: "Fran Vandiver Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Approve a proclamation declaring March 25, 2011 as "Fran Vandiver Day" in Alachua County, Florida

32. Proclamation: "Spirit of Faith Christian Center Day" in Alachua County, Florida.
Amount: N/A
Recommended Action: Approve a proclamation declaring April 8, 2011 as "Spirit of Faith Christian Center Day" in Alachua County, Florida.

CONSENT/Governmental Units
Constitutional Officers/Other Governmental Units

33. Ratification of the Warrant List.
Amount: N/A
Recommended Action: Ratify the Warrant List.

34. Approval of the Board of County Commission Minutes.
Amount: N/A
Recommended Action: Approve the following Board of County Commission Minutes: February 1, 2011 - 1:30P.M., February 8, 2011 - Regular Meeting, March 15, 2011 - 10:00 A.M., March 15, 2011 - 5:30 P.M., March 29, 2011 - 10:00 A.M.

35. Miscellaneous documents filed with the Clerk for informational purposes.
Amount: N/A
Recommended Action: Miscellaneous documents filed with the Clerk are attached to be included in the minutes.

County Manager

36. Report of Contracts signed by County Manager and Staff for February, 2011
Amount: N/A
Recommended Action: Accept the Report of Contracts and include a copy of the agreements in the minutes of the Board of County Commissioners.

Support Services Group

37. Triple D Equipment, Inc.: Finance Report and Purchase Order 111181.
Amount: $130,099.62
Recommended Action: Approve the Finance Report and Purchase Order 111181 issued to Triple D Equipment, Inc., for the purchase of three (3) 2011 Kubota (M8540) Agriculture Type Tractors.

38. Mauldin International Trucks, Inc.: Finance Report and Purchase Order 111180
Amount: $285,970.00
Recommended Action: Approve the Finance Report and Purchase Order 111180 issued to Mauldin International Trucks, Inc., for the purchase of two (2) 2012 International Durastar 4300LP (Type I Ambulance, Cab and Chassis, 4x2 Medium Duty, with a remounted box off of vehicle 3518 and 3519).

39. TempForce, Inc. GVL: Change Order 6 to Purchase Order 110156.
Amount: $42,000.00
Recommended Action: Approve Change Order 6 to Purchase Order 110156, issued to TempForce, Inc. - GVL.

40. Support Services Minutes
Amount: N/A
Recommended Action: Accept and approve the minutes of the SSG Meetings for the 1st quarter of FY 2011

Community Planning Group

41. Add the Lake Forest Creek - Thomas, Lake Forest Creek - Sweeney and Lochloosa Connector - Geiger land conservation projects to the Alachua County Forever Project List.
Amount: $194,522 Acquisition, Stewardship $1,100 annually
Recommended Action: Approve adding the Lake Forest Creek - Kincade and Tabone Addition (Thomas), Lake Forest Creek - Sweeney, and Lochloosa Connector - Geiger land conservation projects to the Alachua County Forever Project List.

42. Conveyance of a Double Wide Mobile Home and a Modular Building to the City of High Springs
Amount: $210.50
Recommended Action: 1) Approve the Interlocal Agreement between Alachua County and the City of High Springs 2) Approve Resolution 11-30 authorizing the Conveyance of a Double Wide Mobile Home and a Modular Building to the City of High Springs 3) Sign the Certificates of Title for the Double Wide Mobile Home.

43. Annual Disaster Debris Removal, Reduction and Disposal Services: RFP 11-75
Amount: N/A
Recommended Action: Approve the Finance Report to rank RFP 11-75; Annual Disaster Debris Removal, Reduction and Disposal Services and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

44. Request to Advertise: Amendments to Chapter 404.18 of the Unified Land Development Code (ULDC) regarding private animal shelters
Amount: N/A
Recommended Action: Staff recommends that the Board approve the request to advertise the proposed changes to Chapter 404.18 of the Unified Land Development Code

Tuesday, April 12, 2011 – 9:00 A.M. & 5:00 P.M.

Community Services Group

45. Neighborhood Stabilization Program Notice to Proceed Amendment Number 2
Amount: $12,712.00
Recommended Action: Approve Neighborhood Stabilization Program Notice to Proceed Amendment Number 2 for Encumbrance 101459

46. Grant Agreement between the Department of Community Affairs and Alachua County under the FFY 2008 Community Development Block Grant Program Bearing Contract
Amount: N/A
Recommended Action: Approve the Modification Number 1 to the Grant Agreement between Department of Community Affairs and Alachua County, to authorize Chair to sign the Modification Number 1 Document.

47. Poverty Reduction Advisory Board modification to the membership and qualifications.
Amount: N/A
Recommended Action: Adopt Resolution 11-31 amending the membership and qualifications; and providing an effective date for Poverty Reduction Advisory Board.

49. MV Transport, Inc. Agreement with Alachua County
Amount: $198,190.00
Recommended Action: Approve the Agreement Between Alachua County and MV Transportation, Inc. for the ALCO Connector.

50. Renovation of the Alachua County Administration Building Kitchen/Bathroom in the Tax Collector's Office
Amount: $45,000.00
Recommended Action: Adopt the Resolution, approve the Budget Amendment, accept the unanticipated revenue and amend the FY11 Capital Improvement Program (CIP).

51. Public Safety: Emergency Medical Services County Grant Award Application and Resolution
Amount: $45,615.00
Recommended Action: Approve the Emergency Medical Services Grant Application and Adopt the Resolution Authorizing the Grant Application

Tuesday, April 19, 2011 – 10:00 A.M.
County Administration Building
Grace Knight Conference Room
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in special session.

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, Assistant County Manager Richard Drummond, County Attorney David Wagner, Agenda Coordinator Darlene Ryon, Assistant Clerk/Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 10:00 A.M.

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Commissioner Baird moved adoption of the agenda as printed. The motion carried 4-0 with Commissioner DeLaney out of the room.

I. Discussion of the latest budget issues
Amount: N/A
Recommended Action: Hear overview and discuss latest budget issues.

Office of Management and Budget Director Suzanne Gable presented the above item.

Commissioner DeLaney entered at 10:02 A.M.

II. Proposed Gainesville Regional Transit System (RTS) Service Rate Increases Overview
Amount: N/A
Recommended Action: Hear overview and discuss impacts of proposed rate increase for services by RTS.

Assistant County Manager Richard Drummond presented the above item.

Chair Letter to the City of Gainesville regarding the following issues regarding the RTS System:

1. Determine if the City of Gainesville is going to take action at April 21, 2011 meeting or if they will defer the action until the County and City can discuss the matter at a Joint Meeting.

2. There should be no difference between what the County pays and what the University of Florida pays.

3. The County needs credit for everything it puts into the system in the calculations. There should not be a charge for depreciation and then 10% charge in addition.

4. Request as much information as possible on ridership.

Public Comments

Chair Pinkoson recognized Laurie Newsome and Dean Cheshire who presented comments to the Board.

III. Dedication of the Alachua County Sheriff's building to honor former Sheriff Joe Crevasse.
Amount: N/A
Recommended Action: Approve the recommendation of the dedication/plague for the Alachua County Sheriff's building in honor of former Alachua County Sheriff Joe Crevasse.

Commissioner Long moved to approve the recommendation of the dedication/plague for the Alachua County Sheriff's building in honor of former Alachua County Sheriff Joe Crevasse. The motion carried 4-0 with Commissioner DeLaney out of the room.

ADDED ITEM:

Qualified Targeted Industries (QTI)

The Board had a discussion of the QTI program. No action was taken.

BOARD RECESSED AT: 11:52 P.M.
BOARD RECONVENED: 1:30 P.M. – All Commissioners present.

V. Judicial Offices – Program and Service Information
Amount: N/A
Recommended Action: Information only – no recommendation.

Office and Management Budget Director Suzanne Gable presented the above item.

Chair Pinkoson recognized Clerk Irby, County Attorney David Wagner, Public Defender Stacey Scott, Assistant County Manager Richard Drummond, Chief Judge Martha Anne Lott, and Court Administrator Ted Mc Fetridge who presented comments to the Board.

ADDED ITEM:

New Department Matrix provided with Updated Information

Office of Management and Budget Director Suzanne Gable presented the above item.

There being no further business before the Board the meeting was adjourned at 2:38 P.M.

Tuesday, April 26, 2011 – 9:00 A.M. & 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in regular session.

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: Assistant County Manager Richard Drummond, County Attorney David Wagner, Agenda Coordinator Darlene Ryon, Clerk of the Court Irby, Assistant Clerk/Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 9:00 A.M.

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1. Invocation by Pastor Rick Ergle, Eliam Baptist Church in Melrose
   Amount: N/A
   Recommended Action: Hear Invocation by Pastor Rick Ergle, Eliam Baptist Church in Melrose

Pledge of Allegiance

2. Pledge
   Amount: N/A
   Recommended Action: Hear Pledge

Approval of Agenda

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

Assistant County Manager Richard Drummond stated that an item regarding the Notice of Intent to Apply for Neighborhood Stabilization Program 3 (NSP 3) Funding from the State of Florida Department of Community Affairs will added to the agenda following item #20.

Mr. Drummond further stated that Item #22, Presentation and Update on the Jail Energy Reduction and Water Conservation Project has had additional backup material added for the Board to review. Also a Proclamation declaring "Detention Employees Appreciation Week" is being added to the agenda and Item #9 "Administrative Professionals Week and Day" will be moved to the 5:00 P.M. agenda for presentation.

Commissioner Baird requested that Item #40, Opposition of preemption of Local Environmental Ordinances and Item #47, Neighborhood Stabilization Program (NSP) Sales Agreement be moved from Consent to the Regular Agenda for consideration and the Item #44, FY11 Capital Improvement Program 2nd Quarter Report be deferred to the next Regular Meeting.

Commissioner Delaney moved adoption of the agenda as amended. The motion carried 5-0.

Announcements

4. Announcements, Mark Sexton, Communications Coordinator
   Amount: N/A
   Recommended Action: Hear Announcements by Mark Sexton Communications Coordinator

Time Certain Items

5. 9:30 A.M. Public Comments
   Amount: N/A
   Recommended Action: Hear Public Comments

Chair Pinkoson recognized Bruce Borders, Beverly Craig, Roy Geiersbach, Bob Hallman, Mac McEachern, Harold Saive, Heath Moore, Clara Horton, and Maria Parsons who presented comments to the Board.

Community Outreach
Recognitions and Proclamations

8. Proclamation: "Fair Housing Month" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring April 2011 as "Fair Housing Month" in Alachua County, Florida

Chair Pinkoson read and presented the Proclamation to Frederick Pratt and Vinay Raj who accepted it with gratitude.

ADDED ITEM:

Proclamation: "Detention Appreciation Week" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring "Detention Appreciation Week" in Alachua County, Florida.

Chair Pinkoson read and presented the Proclamation to Alachua County Jail Director Robert Woody who accepted it with gratitude.

Appointments

10. Value Adjustment Board: Appointment of One Citizen
Amount: N/A
Recommended Action: Appoint one citizen to the "Alachua County Resident owning homestead property within Alachua County" position, to a partial term ending September 2011, then a full term ending September 2012.

Chair Pinkoson recognized Ruben Ramos who expressed his desire to serve on the Value Adjustment Board.

Commissioner DeLaney moved appointment of Ruben Ramos as the Citizen Representative on the Value Adjustment Board to a partial term ending September 2011 followed by a full term ending September 2012. The motion carried 5-0.

11. Bicycle/Pedestrian Advisory Board Appointments
Amount: N/A
Recommended Action: Appoint two citizens to citizen-at-large positions on the Bicycle/Pedestrian Advisory Board, one to a term ending August 2013, and one to a term ending August 2014.

Chair Pinkoson recognized Debra Stucki who expressed her desire to serve on the Bicycle/Pedestrian Advisory Board.

Clerk Irby called on each Commissioner for their nomination for the Citizen-at-large Representative on the Bicycle/Pedestrian Advisory Board to a term ending August 2014.

Commissioner Baird nominated James Thomas

Commissioner Byerly, DeLaney, Long and Pinkoson nominated Debra Stucki.

Clerk Irby announced the results of the roll call.

Commissioner DeLaney moved appointment of Debra Stucki as the Citizen-at-large Representative to the Bicycle/Pedestrian Advisory Board to a term ending August 2014. The motion carried 5-0.

Clerk Irby called on each Commissioner for their nomination for the Citizen-at-large Representative on the Bicycle/Pedestrian Advisory Board to a term ending August 2013.

Commissioner Baird, DeLaney, Long, and Pinkoson nominated James Thomas.

Commissioner Byerly nominated Virgil Mathis.

Clerk Irby announced the results of the roll call.

Commissioner DeLaney moved appointment of James Thomas as the Citizen-at-large Representative to the Bicycle/Pedestrian Adivsory Board to a term ending August 2013. The motion carried 5-0.

12. Poverty Reduction Advisory Board Appointments
Amount: N/A
Recommended Action: Appoint four citizens

Commissioner Byerly moved appointment of Alice Primack as the Citizen with a disability Representative the Poverty Reduction Advisory Board to a term ending January 2015. The motion carried 5-0.

Clerk Irby called for each Commissioners nomination for the Citizen form the unincorporated area of Alachua County/Small Municipality Representative.

Commissioner Baird, Byerly, Long, and Pinkoson nominated Harry Nichols

Commissioner DeLaney nominated Stephen Tuchman.

Clerk Irby announced the results of the roll call.

Commissioner DeLaney moved appointment of Harry Nichols as the Citizen from the unincorporated Alachua County Area/Small Municipality representative to the Poverty Reduction Advisory Board to a term ending March 2015. The motion carried 5-0.

Commissioner Byerly moved appointment of Faith Umoh as the Faith based Organization Representative to the Poverty Reduction Advisory Board to a term ending January 2015. The motion carried 5-0.

Clerk Irby called on each Commissioner for the nomination for the Alternate to the Poverty Reduction Advisory Board.

Commissioners Baird, Byerly, DeLaney, Long, and Pinkoson nominated Victor Perez.

Clerk Irby announced the results of the roll call.

Commissioner Byerly moved appointment of Victor Perez as the Alternate to the Poverty Reduction Advisory Board to a term ending January 2013. The motion carried 5-0.

Governmental Units
Community Planning Group

13. Timber Harvesting Business Plan for Alachua County Forever Preserves
Amount: N/A
Recommended Action: Adopt the Alachua County Forever Timber Harvesting Business Plan and adopt the associated principles, policies and directives

Land Conservation Manager Ramesh Buch presented the above item.

Chair Pinkoson recognized Earl Clark who presented comments to the Board.

Commissioner Byerly moved to direct staff to reconsider the business plan and come back with a plan that pulls out those parts of the plan that have land management policy consequences and address the following but not limited to these points:

1. Naturally occur disturbances such aspine beetles
2. Long term management objectives

3. Authorize staff to conduct one more harvest prior to the plans final approval.

The motion carried 5-0.

14. Historical Commission Advisory Board extension of sunset date.
Amount: N/A
Recommended Action: Adopt the Resolution extending the sunset date by seven years for the Historical Commission and specifying the reporting process.

Commissioner DeLaney moved to adopt Resolution 11-41 extending the sunset date by seven years for the Historical Commission and specifying the reporting process.

Commissioner Byerly exited at 10:59 A.M.

The motion carried 4-0 with Commissioner Byerly out of the room.

15. SW 62nd Interim Improvement Project, FDOT Agreement: Planning, PD and E, Design, Construction and CEI of SW 62nd Interim Improvements Projects
Amount: $25,000.00
Recommended Action: Adopt Resolution to add funds as noted in the Local Agency Program Agreement (LAP) Supplemental Agreement No. 5. Approve supplemental agreement No. 5 for the LAP with Florida Department of Transportation (FDOT) for SW 62nd Boulevard/4 Lane Arterial Connector.

Ha Nguyen, County Engineer, presented the above item.

Commissioner Byerly entered at 11:03 A.M.

Commissioner DeLaney moved to adopt Resolution 11-42 to add funds as noted in the Local Agency Program Agreement (LAP) Supplemental Agreement No. 5. Approve supplemental agreement No. 5 for the LAP with Florida Department of Transportation (FDOT) for SW 62nd Boulevard/4 Lane Arterial Connector. The motion carried 4-1 with Commissioner Byerly voting "Nay".

16. No Parking Zones for SW 75th Street in front of Kanapaha Park
Amount: $1,872.00
Recommended Action: Approve the installation of No Parking Signs on SW 75th Street in front of Kanapaha Park on both sides of the road from SW 41st Place to the SW 36th Avenue and authorize the chair to sign the enabling resolution.

Chris Zeigler, Senior Engineering Tech, presented the above item.

Commissioner Byerly moved to direct staff to review signing options to include placing one sign at the pedestrian entrance to the park. The motion carried 5-0.

17. No Parking Zones on SE 15th Street in front of T.B. McPherson Park
Amount: $2,845.00
Recommended Action: Approve the installation of No Parking Signs on SE 15th Street in front on T.B. McPherson Park on both sides of the road from SE 23rd Place to SE 15th Avenue and authorize the chair to sign the enabling resolution.

Chris Zeigler, Senior Engineering Tech, presented the above item.

Commissioner Long moved to defer this item and direct staff to investigate this with the City of Gainesville including parking issues at McPherson before the County installs any parking signs.

The motion carried 5-0.

18. Florida Department of Transportation County Incentive Grant Program
Amount: N/A
Recommended Action: Authorize staff to submit applications for the SW 8th Avenue/SW 143rd St and NW 23rd Avenue projects to the County Incentive Grant Program.

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

The motion was split for the purpose of voting:

Commissioner DeLaney moved to authorize staff to submit application for the SW 8th Avenue/SW 143rd St project to the County Incentive Grant Program.

The motion carried 5-0.

Commissioner DeLaney moved to authorize staff to submit application NW 23rd Avenue project to the County Incentive Grant Program.

The motion carried 4-1 with Byerly voting Nay.

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

Amount: N/A

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

Michael Fay, Public Works Development Program Manager, presented the above item.

Commissioner DeLaney moved to adopt the Resolution 11-45 and authorizing the county to enter into a memorandum of agreement with FDOT and execute the Agreement for the proposed Archer Braid Bike Path/Trail from the City of Archer to SW 91st Street and that the Chair be authorized to execute any additional documents, approved by the County Attorney, necessary to complete this transaction. The motion carried 4-1 with Commissioner Baird voting "Nay".

20. Phase II Archer Braid Bike Path/Trail: Resolution and Local Area Project Agreement for improvements associated with Phase II from Archer Rd and SW 91 St to Kanapaha Park

Amount: $150,000 (Revenue)

Recommended Action: Adopt the Resolutions and approve the Budget Amendment authorizing the County to enter into a LAP agreement with FDOT and execute the Agreement for the proposed Archer Braid Bike Path/Trail from the intersection of SW 91st Street and Archer Road and that the Chair be authorized to execute any additional documents, approved by the County Attorney, necessary to complete this transaction.

Michael Fay, Public Works Development Program Manager, presented the above item.

Commissioner DeLaney moved to adopt the Resolutions and approve the Budget Amendment authorizing the County to enter into a LAP agreement with FDOT and execute the Agreement for the proposed Archer Braid Bike Path/Trail from the intersection of SW 91st Street and Archer Road and that the Chair be authorized to execute any additional documents, approved by the County Attorney, necessary to complete this transaction. The motion carried 4-1 with Commissioner Baird voting "Nay".

ADDED ITEM:

Notice of Intent to Apply for Neighborhood Stabilization Program 3 (NSP 3) Funding from the State of Florida Department of Community Affairs

Tom Webster, Housing Manager, presented the above item.

Commissioner DeLaney moved to authorize the Chair to sign the Notice of Intent to Apply for Neighborhood Stabilization Program 3 and transmit it to the Florida Department of Community Affairs. The motion carried 4-1 with Commissioner Baird voting "Nay".

47. Neighborhood Stabilization Program (NSP) Sales Agreement
Amount: $84,000.00
Recommended Action: Approve the sales agreement for Neighborhood Stabilization Program Home 005

Tom Webster, Housing Manager, presented the above item.

Commissioner DeLaney moved to approve the sales agreement for Neighborhood Stabilization Program Home 005. The motion carried 4-1 with Commissioner Baird voting "Nay".

Community Services Group

21. CHOICES Trust Options Presentation
Amount: N/A
Recommended Action: Hear presentation and provide direction to County Manager regarding the future of the program

Bob Bailey, Director of CHOICES, presented the above item.

Commissioner Long moved to direct staff to include Santa Fe College students in the CHOICES use plan.

Commissioner Long tabled the motion on the floor.

Chair Pinkoson recognized Bruce Major, Khalil Quinan, and Gerard Williams who presented comments to the Board.

Commissioner Long moved to place the motion back on the floor. The motion carried 4-1 Chair Pinkoson voting "Nay".

Commissioner Long moved to direct staff to include Santa Fe College students in the CHOICES use plan. The motion carried 3-2 with Commissioner Baird and Pinkoson voting "Nay".

Chair Pinkoson recognized Bob Bailey and Gary Moody who presented comments to the Board.

COMMISSION RECESSED AT: 1:31 P.M.
COMMISSION RECONVENED: 2:03 P.M. – Commissioner Baird out of the room.

Time Certain

6. 1:30P.M. Presentation: Sheriff Darnell: CCC Manager Linda Jones
Amount: N/A
Recommended Action: Hear Presentation by Sheriff Darnell: CCC Manager Linda Jones

Chief Deputy Huckstep and Division Manager Linda Jones who presented the above item.

Commissioner Baird entered at 2:05 P.M.

21. CHOICES Trust Options Presentation
Amount: N/A
Recommended Action: Hear presentation and provide direction to County Manager regarding the future of the program

Bob Bailey, Director of CHOICES, continued the discussion on CHOICES.

Commissioner Baird moved to consider the possibility of a voter referendum to determine how the CHOICES Funds will be spent. The motion failed for lack of a second.

Commissioner Byerly moved the following:

1. To ask the Health Department and Community Support Services how they would spend an additional 2 million dollars a year on the population intended to be served by CHOICES criteria for health care needs.

2. The matter is to be brought back to the Board as soon as possible.

3. Clarification in writing from the County Attorney regarding the possibility of reallocating CHOICES Funds.

Chair Pinkoson recognized Health Department Representative Paul Myers and Allan March who presented comments to the Board. The motion carried 5-0.

40. Opposition of preemption of Local Environmental Ordinances
Amount: N/A
Recommended Action: Adopt Resolution urging the State Legislature to respect the constitutional and statutory Home Rule Authority of local governments with respect to the enactment, monitoring and enforcement of environmental protection ordinance.

Commissioner Byerly moved to adopt Resolution 11-36 urging the State Legislature to respect the constitutional and statutory Home Rule Authority of local governments with respect to the enactment, monitoring and enforcement of environmental protection ordinance. The motion carried 4-1 with Commissioner Baird voting "Nay".

22. Presentation: update on the Jail Energy Reduction and Water Conservation Project.
Amount: N/A
Recommended Action: Hear Presentation and update on the Jail Energy Reduction and Water Conservation Project.

Facilities Manager Charlie Jackson and Andrew Wellman with Peter Brown Construction presented the above item.

Commissioner Baird moved to set a budget of 6 million dollars and design the best system for the allotted amount and implement the project. The motion failed for lack of a second.

Commissioner Long moved to authorize up to 7 million dollars and comeback with the best option.

Commissioner Byerly moved the substitute motion to approve Option A. The motion carried 3-2 with Commissioner Baird and Pinkoson voting "Nay".

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

7. Proclamation: "Eat Local Month" in Alachua County, Florida.
Amount: N/A
Recommended Action: Present a proclamation declaring May 2011 as "Eat Local Month" in Alachua County, Florida.

Chair Pinkoson read and presented the Proclamation to Stefanie Samara Hamblen who accepted it with gratitude.

9. Proclamation: "Administrative Professionals Week and Day" in Alachua County, Florida.
Amount: N/A
Recommended Action: Present a proclamation declaring April 24-30 and April 27th as "Administrative Professionals Week and Day" in Alachua County, Florida, respectively.

Chair Pinkoson read and presented the Proclamation to Ms. Foster who accepted it with gratitude.

County Manager Reports

23. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report

(There were no items submitted.)

Closing Comments
Public Comments - 15 minutes

24. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

Chair Pinkoson recognized Beverly Craig, Matt Pesick, Katy Melchiorre, Susan Fairforest, Alice Amuzo, Maria Parsons, Steven Miller, Sandra Watts Kennedy, and James Jones who presented comments to the Board.

Public Hearings
Quasi-Judicial/Zoning Items
Old Business

Assistant County Attorney David Schwartz stated that while the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence, as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses.

Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony.

Mr. Schwartz further stated that all persons wishing to participate and speak on an issue at the public hearing would be sworn in prior to speaking during this proceeding. All persons will have the right, through the Chair, to ask questions, seek clarification of comments made and to respond to the comments or presentations of staff or other speakers, or to refute or respond to any ex-parte communication. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes.

Deputy Clerk Steve Donahey asked if any Commissioner had received oral or written communication regarding the items. Mr. Donahey requested that Commissioners disclose the substance of the communication and identify the person(s) making the communication(s).

All Commissioners received an email regarding Item #27 and all Commissioners had a Conversation with David Coffoee, Esq. regarding Item #28.

Deputy Clerk Steve Donahey swore those present who wished to present testimony.

Commissioner DeLaney was absent due to obligations the Elections Canvassing Board.

27. ZOS-02-11: Special Use Permit to allow a 178 foot Monopole Personal Wireless Service Facility.
Amount: N/A
Recommended Action: Approve Resolution Z-11-04 allowing construction of a 178 foot monopole personal wireless service facility at 14806 NW 36th Avenue on tax parcel number 04178-003-000.

Missy Daniels, Senior Planner, presented the above item.

Commissioner Byerly moved to approve Resolution Z-11-04 allowing construction of a 178 foot monopole personal wireless service facility at 14806 NW 36th Avenue on tax parcel number 04178-003-000 including the landscape amendment.

Chair Pinkoson opened the Public Hearing at 6:08 P.M.

Chair Pinkoson recognized Gary Hunter who presented comments to the Board.

Chair Pinkoson closed the Public Hearing at 6:09 P.M.

The motion carried 4-0.

New Business

(The Notice of Hearing on the following item appeared in the April 18, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

28. Request to Rescind the Springhills Development of Regional Impact Development Order - Resolution 05-26.
Amount: N/A
Recommended Action: Approve the Developer's Agreement Approve the Resolution rescinding the Springhills DRI Development Order (Res. 05-26)

Missy Daniels, Senior Planner, presented the above item.

Commissioner Long moved to approve the Developer's Agreement Approve the Resolution rescinding the Springhills DRI Development Order (Res. 05-26) and authorize the County Manager to sign the developer's agreement.

Commission Comments

25. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Byerly stated that the extra 2.8 million dollars spent on the advanced air conditioning system at the Jail will be recouped in the energy savings of 6.8 million dollars over the life of the system.

Chair Pinkoson stated that two incidents were brought to the Board's attention regarding leases being signed in the Cabot Koppers area without the superfund site being disclosed. He stated that he would like to send a letter to the firm to express the County's concerns.

Commissioner Baird stated that she is not certain it is the County Commission purview. There is probably already a regulatory agency for these issues and the citizen should be directed to the appropriate party.

Assistant County Attorney David Schwartz stated that there is nothing prohibiting the Board from sending a letter however the legal department should review the letter prior to it being sent.

Commissioner Byerly stated that he is inclined to agree with Commissioner Baird that the Board should be careful about getting involved in areas where it has no authority.

Chair Pinkoson requested the attorney to determine the appropriate party to address this matter so that the Board can refer the citizens to the proper place.

Chair Pinkoson stated that he would like to support Mr. Borders request to rename Waldo road at 53rd to 24th and Waldo Road.

Commissioner Byerly moved to adopt a Resolution in support of the name change for Waldo Road. The motion carried 4-0 with Commissioner DeLaney out of the room.

Commissioner Long provided information that he received from the National Association Counties conference and he stated the theme this year was fiscally conservative while still creating jobs. He would like the Commissioners to review the information and he would like to give a presentation on the matter at a later date.

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

26. P.M. Public Comments
Amount: N/A
Recommended Action: Hear PM Public Comments

There was no one present who wished to address the Board.

Closing Comments
Public Comments - 15 minutes

29. P.M. Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

Chair Pinkoson recognized Clara Horton who presented comments to the Board.

There being no further business before the Board the meeting was adjourned at 6:44 P.M.

CONSENT/Community Outreach
Recognitions and Proclamations

30. Proclamation: "Holocaust Remembrance Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Approve a proclamation declaring May 1, 2011 as "Holocaust Remembrance Day" in Alachua County, Florida to be presented offsite on May 1st.

31. Proclamation: "Historic Haile Homestead Day" in Alachua County, Florida
Amount: N/A
Recommended Action: Approve a proclamation declaring May 7, 2011 as "Historic Haile Homestead Day" in Alachua County, Florida to be presented offsite on May 7th.

CONSENT/Governmental Units
Constitutional Officers/Other Governmental Units

32. Approval of the Board of County Commission Minutes.
Amount: N/A
Recommended Action: Approve the following County Commission minutes: April 5, 2011 - 10:00 A.M.

Advisory Board and Committee Reports

33 FY10 Annual Report of the Alachua County Fair Housing/Human Rights Board
Amount: N/A
Recommended Action: Approve the FY10 Annual Report of the Alachua County Fair Housing/Human Rights Board

County Manager

34. Report of Contracts signed by County Manager and Staff for March 2011
Amount: NA
Recommended Action: Accept the Report of Contracts and Grants for March 2011and include a copy of the documents in the Board's minutes

Support Services Group

35. North Florida Emulsions, Inc.: Change Order 1 to Purchase Order 110092.
Amount: $150,000.00
Recommended Action: Approve the Finance Report and the issuance of Change Order 1 to Purchase Order 110092, issued to North Florida Emulsions, Inc. for liquid asphalt material.

36. W. W. Gay Fire and Integrated Systems, Inc.: Change Order 2 to Purchase Order 110197.
Amount: $8,000.00
Recommended Action: Approve Change Order 2 to Purchase Order 110197, issued to W W Gay Fire and Integrated Systems, Inc. for repairs to the fire sprinklers at the Criminal Courthouse.

37. SIRIUS: Finance Report and Purchase Order 111235
Amount: $72,839.39
Recommended Action: Approve the Finance Report and the issuance of Purchase Order 111235, issued to SIRIUS for the purpose of a San System upgrade.

38. Encore Broadcast: Finance Report and Purchase Order 111236
Amount: $55,569.38
Recommended Action: Approve the Finance Report and the issuance of Purchase Order 111236, issued to Encore Broadcast to upgrade to the Emergency Operation Center audio/visual.

Community Planning Group

39. Annual Disaster Debris Removal, Reduction and Disposal Services: RFP 11-75
Amount: N/A
Recommended Action: Approve the Finance Report to rank RFP 11-75; Annual Disaster Debris Removal, Reduction and Disposal Services and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

41. Resolution: Easement to City of Gainesville over the County's Sheriff's Office property.
Amount: N/A
Recommended Action: Adopt the Resolution 11-37 and authorize the Chair to execute the easement to the City of Gainesville over the County's Sheriff's Office property.

42. Resolution Kanapaha Botanical Garden's: Easement to the City of Gainesville over a portion of the County's Kanapaha Botanical Garden's property.
Amount: N/A
Recommended Action: Adopt the Resolution 11-38 and authorize the Chair to execute the easement to the City of Gainesville over a portion of the County's Kanapaha Botanical Garden's property.

43. Rochelle street vacation: Resolution authorizing advertisement of a Notice of Public Hearing for the plat of Rochelle street vacation.
Amount: N/A

Recommended Action: Adopt the Resolution 11-39 authorizing the advertisement for Notice of Public Hearing for the Rochelle street vacation.

~~44. FY11 Capital Improvement Program 2nd Quarter Report~~
~~**Amount:** N/A~~
~~**Recommended Action:** Accept the FY11 Capital Improvement Program 2nd Quarter Report and amend the CIP as appropriate.~~

45. Limited Use of Easement Area Agreement Amendment between Florida Power Corporation and Alachua County related to NW 83 Street.
Amount: N/A
Recommended Action: Approve the Amendment to Agreement for Limited Use of Easement Area between Florida Power Corporation related to NW 83 Street and authorize the Chair to execute.

Community Services Group

46. SHIP: Alachua County State Housing Initiatives Partnership Local Housing Assistance Plan for SFY 2012-2014
Amount: $360,000.00
Recommended Action: Approve Alacha County SHIP Local Housing Assistance Plan for SFY 2012-2014 and authorize Chair to sign Exhibit D, Certification to Florida Housing Finance Corporation and Exhibit E, Resolution 11- 40.

48. High Springs Fire Suppression and Initial Response Emergency Medical Service: Interlocal Agreement with the City of High Springs
Amount: $163,100.00 (estimated expenditure)
Recommended Action: Adopt the Interlocal Agreement with the City of High Springs for the provision of Fire Suppression and Initial Response Emergency Medical Services

Tuesday, May 10, 2011 – 9:00 A.M. & 5:00 P.M.
County Administration Building
John R. "Jack" Durrance Auditorium
12 Southeast First Street
Gainesville, Florida

The Alachua County Commission met in regular session.

PRESENT: Chair Lee Pinkoson presiding, Vice Chair Paula M. DeLaney Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid Assistant County Manager Richard Drummond, County Attorney David Wagner, Agenda Coordinator Darlene Ryon, Clerk of the Court Irby, Assistant Clerk/Finance Director Todd Hutchison, and Deputy Clerk Steve Donahey

The meeting was televised live on Cox Cable Channel 12.

Chair Pinkoson called the meeting to order at 9:00 A.M.

*****

Invocation (9:00 AM)

1. Invocation led by Clerk of the Court Irby
   Amount: N/A
   Recommended Action: Hear Invocation by Clerk Irby.

   Clerk of the Court J. K. Irby led the Invocation.

Pledge of Allegiance

2. Pledge
   Amount: N/A
   Recommended Action: Hear Pledge

   Chair Pinkoson led the Pledge of Allegiance.

Approval of Agenda

3. Approve the Agenda
   Amount: N/A

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

Chair Pinkoson requested that Item #17, be heard before Item #16 to accommodate citizens. Chair Pinkoson further requested that Item #34 be placed before Item #24 because it will be a short item and then the citizens present for that item will be able to leave.

Commissioner DeLaney moved adoption of the agenda as amended. The motion carried 4-0 with Commissioner Byerly out of the room.

Announcements

4. Announcements, Mark Sexton, Communications Coordinator
Amount: N/A
Recommended Action: Hear Announcements by Mark Sexton Communications Coordinator

Mr. Sexton announced that the Alachua County Commission is seeking applications from 501c(3) organizations for the Community Agency Partnership Program (CAPP) which is a poverty reduction program. Approximately $920,000.00 is available for organizations that provide services that reduce poverty within the County. Information can be obtained from the County's Purchasing Department or from CAPP Administrator Lee Roberts. Applications are due by May 25, 2011 at 5:00 P.M. No late applications will be accepted. For more information regarding the matter contact the Purchasing Department at (352) 374-5202.

Commissioner Byerly entered at 9:05 A.M.

Time Certain Items
Public Comments (9:30 AM)

5. A.M. Public Comments
Amount: N/A
Recommended Action: Hear Public Comments

Chair Pinkoson recognized Dewayne Gilday and Tamera Robbins who presented comments to the Board.

Community Outreach

Recognitions and Proclamations

7. Length of Service Milestone Recipients
Amount: N/A
Recommended Action: Recognize County Employees that have reached a Length of Service or Career Milestone in April, 2011.

Kim Baldry, Human Resources Manager, presented the above item.

Community Support Services Director Elmira Warren presented an Award from the Department of Children and Families for excellent service to Caroline Shultz and John Skelly who accepted it with gratitude.

8. Present a retirement memento to Richard (Dan) Cuddington after more than 17 years of service with Alachua County.
Amount: N/A
Recommended Action: Present Dan Cuddington with a memento to commemorate his 17 years of service with Alachua County.

Public Works Director Richard Hedrick presented a plaque to Dan Cuddington in appreciation of his service.

9. Present a retirement plaque to Allen Cheshire for 37 years of service with Alachua County.
Amount: N/A
Recommended Action: Present Allen Cheshire with a plaque to commemorate his 37 years of service with Alachua County.

Public Works Director Richard Hedrick presented a watch to Allen Cheshire in appreciation of his service.

10. Proclamation: "National Drug Court Month" in Alachua County, Florida.
Amount: N/A
Recommended Action: Present a proclamation declaring May 2011 as "National Drug Court Month" in Alachua County, Florida.

Chair Pinkoson read and presented the Proclamation to Honorable Judge Walter Green and Frank Owens who accepted it with gratitude.

11. Proclamation: "Buy Local Month" in Alachua County, Florida
Amount: N/A
Recommended Action: Present a proclamation declaring May 2011 as "Buy Local Month" in Alachua County, Florida

Commissioner Byerly read and presented the Proclamation to Brent Christiansen who accepted it with gratitude.

12. Proclamation: "Alachua Habitat for Humanity Month" in Alachua County, Florida.
Amount: N/A
Recommended Action: Present a proclamation declaring May 2011 as "Alachua Habitat for Humanity Month" in Alachua County, Florida.

Commissioner DeLaney read and presented the Proclamation.

Presentations

13. Present the Meridian Healthcare, Inc's Annual Report
Amount: N/A
Recommended Action: Hear the Meridian Behavioral Healthcare, Inc's Annual Report

President of Meridian Health Care Dr. Lambarta presented the above item.

14. Presentation and Report on "For Gainesville's Children: Rectifying the Disadvantages of Socio-Economic Disparities"
Amount: N/A
Recommended Action: Hear Presentation and Report by Dr. Hardt on "For Gainesville's Children: Rectifying the Disadvantages of Socio-Economic Disparities"

Dr. Nancy Hardt presented the above item.

Commissioner Byerly moved the following:

1. Request that County staff respond to the presentation from the Family Data Center as it overlaps with current County poverty reduction and social services spending.

2. When the report is ready direct the County Manager and Chair to schedule it for a budget discussion to discuss the results.

3. Create a forum with partners and providers to address the matter.

The motion carried 5-0.

Governmental Units
County Manager

15. 2010 to 2013 Collective Bargaining Agreement (CBA) for Laborers' International Union of North America Local 630 (LIU).
Amount: N/A
Recommended Action: Approve the 2010 to 2013 Collective Bargaining Agreement between Alachua County and Local No. 630 Laborers' International Union of North America.

Kim Baldry, Human Resources Manager, presented the above item.

Commissioner DeLaney moved to approve the 2010 to 2013 Collective Bargaining Agreement between Alachua County and Local No. 630 Laborers' International Union of North America. The motion carried 5-0.

Support Services Group

17. Response from staff to the request to provide additional information as outlined in the motion from April 12, 2011 Regular Board meeting.
Amount: N/A
Recommended Action: Accept the information provided and reconsider the blue sheet requesting confirmation of the Court Services Director and inclusion of the position in the Senior Management classification of the Florida Retirement System that was submitted on April 12, 2011.

County Manager Reid presented the above item.

Chair Pinkoson recognized Administrative Services Director Betty Baker, Human Resources Manager Kim Baldry, Equal Opportunity Manager Jacqueline Chung, County Attorney David Wagner, Pastor Kevin Thorpe, Tom Coward, Evelyn Fox, Clifford

Jermaine Ferguson, Charles Goston, Diane McGraw, Jim Santangelo, Gerie Crawford, Larry Mc Daniels, Jon Reiskind, Joe Lipsey, and J.D. Packwood who presented comments to the Board.

Commissioner Long moved the following:

1. To reject the confirmation of Tom Tonkavich as the Court Services Director based on the fact that the Equal Opportunity procedures were not complied with as outlined and approved by the Board on October 12, 2010.

2. That the Board refers the selection process to the County Manager, Administrative Services Director, Human Resources, and the EO Manager for them to report back to the Board at the next meeting with how to proceed forward.

3. To ensure fairness to any of the internal candidates refer to the County Manager to consider allowing each internal candidate to act on a rotational basis as the Court Services Director.

The motion failed for lack of a second.

Commissioner Byerly moved to confirm Tom Tonkavich as the Court Services Director and inclusion of the position in the Senior Management classification of the FRS that was submitted on April 12, 2011.

Chair Pinkoson recognized Jacqueline Chung, Pastor Thorpe, County Attorney David Wagner, County Manager Randall Reid, Tom Coward, and J.D. Packwood who presented comments to the Board.

Commissioner Byerly moved to table his motion and direct the County Attorney to conduct his review and report back to the Board. The motion carried 4-1 with Commissioner Long voting "Nay".

COMMISSION RECESSED AT: 2:26 P.M.
COMMISSION RECONVEDNED: 2:37 P.M.

Time Certain

6. 1:30 P.M. Presentation: Sheriff Darnell or staff
Amount: N/A
Recommended Action: Hear Presentation by Sheriff Darnell

Sheriff Sadie Darnell stated that under the terms of the Interlocal Agreement for operation of the Jail it requires that the Board send correspondence stating the desire to continue with the Sheriff running the Jail. She further stated that at this time she

has received no such letter and is not sure if she is still an option for running the facility.

Commissioner Byerly moved to direct the County Manager to send a letter to the Sheriff stating that the Board wishes to continue talks with the Sheriff as one option of running the Alachua County Jail. The motion carried 5-0.

Chair Pinkoson recognized Major Fellows who gave a presentation regarding the patrol functions of the Sheriff's Office.

Chair Pinkoson recognized Office of Management and Budget Director Suzanne Gable and Sheriff Sadie Darnell who presented comments to the Board.

Commissioner Byerly moved the following:

1. Direct county staff to review the call information presented today and provide an agreed upon ten year data trend.

2. Ten year crime trend data and if the Sheriff has additional information to make it complete then provide it.

3. For the ten year period can the percentage of calls that are self initiated be measured?

Chair Pinkoson recognized Darlene Pifalo who presented comments to the Board.

The motion carried 4-1 with Commissioner Baird voting "Nay".

16. Presentation: Kanapaha Park Community Center presentation to reflect changes requested by the Board of County Commissioners.
Amount: N/A
Recommended Action: Recommend approval of the Construction Documents so the project can move on to the next phase, which is development of the Guaranteed Maximum Price (GMP).

Capital Projects Coordinator Allan Waters, Architect Howard McLean, and Construction Manager Brian Harrington presented the above item.

Commissioner Baird moved to reduce the cost of the project to 1.3 million dollars and use the total amount of impact fees available with the rest of the project being funded from the general fund. The motion failed for lack of a second.

Commissioner DeLaney moved approval of the Construction Documents so the project can move on to the next phase, which is development of the Guaranteed Maximum Price (GMP) with the County Manager bringing back information on using impact fees to reduce the cost.

Chair Pinkoson recognized Rob Brinkman, Bruce Nelson, Laurie Newsome, Frank Fiordalisi, Ben Campen, and John Davidson who presented comments to the Board.

The motion carried 3-2 with Commissioner Baird and Pinkoson voting "Nay".

~~18. Quarterly Hiring Activity Report for the 2nd Quarter of Fiscal Year 2010-2011~~
~~**Amount:** N/A~~
~~**Recommended Action:** Accept the quarterly Hiring Activity Report for the 2nd quarter of Fiscal Year 2010-2011.~~

Community Planning Group

~~19. FY11 Capital Improvement Program 2nd Quarter Report~~
~~**Amount:** N/A~~
~~**Recommended Action:** Accept the FY11 Capital Improvement Program 2nd Quarter Report and amend the CIP as appropriate.~~

Community Services Group

~~20. Respite Care for Homeless pilot program: Interlocal Agreement with City of Gainesville to jointly fund the program~~
~~**Amount:** $2,600.00~~
~~**Recommended Action:** Direct the County Manager to develop and present to the BOCC at a future meeting an interlocal agreement with the City of Gainesville to jointly fund a pilot respite program for homeless dischargees of area hospitals.~~

~~21. Technical Advisory Committee establishment: to review alternative potential organics recycling technologies for the Sustainable Solid Waste System~~
~~**Amount:** N/A~~
~~**Recommended Action:** Adopt the resolution for Establishment of an eight (8) member technical advisory committee to include five (5) regular members, two~~

~~(2) ex-officio members and one (1) alternate to review alternative potential organics recycling technologies for the Sustainable Solid Waste System.~~

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

26. P.M. Public Comments
Amount: N/A
Recommended Action: Hear PM Public Comments

Chair Pinkoson recognized Bruce Nelson, Rod Gonzalez, Alan Berklehammer, John Davies, Herbert Cook, Jim Bryant, Ron Thornton, Lloyd Bailey, Sandra Watts Kennedy, Maria Parsons, Bob Hallman, John Martin, Susan Fairforest, County Attorney David Wagner, Harold Saive, Rob Brinkman, and Clara Horton who presented comments to the Board.

22. Neighborhood Stabilization Program 3 (NSP 3) Grant Application
Amount: n/a
Recommended Action: Direct staff to prepare the NSP application, identifying the area mapped as the Eastside Study Area as the designated target area.

Tom Webster, Housing Manager, presented the above item.

Commissioner Long moved to direct staff to prepare the NSP application, identifying the area mapped as the Eastside Study Area as the designated target area.

Chair Pinkoson recognized Diane Pifalo, Rod Gonzalez, John Martin, Ben Campen, Laurie Newsome, Rob Brinkman, Allan Berklehammer, Brandon Kutner, and Housing Manager Tom Webster who presented comments to the Board.

The motion carried 4-1 with Commissioner Baird voting "Nay".

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

Quasi-Judicial/Zoning Items
Summary Items

County Attorney David Wagner stated that while the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial

evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence, as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony.

Mr. Wagner further stated that all persons wishing to participate and speak on an issue at the public hearing would be sworn in prior to speaking during this proceeding. All persons will have the right, through the Chair, to ask questions, seek clarification of comments made and to respond to the comments or presentations of staff or other speakers, or to refute or respond to any ex-parte communication. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceedings and official minutes.

Deputy Clerk Steve Donahey asked if any Commissioner had received oral or written communication regarding the items. Mr. Donahey requested that Commissioners disclose the substance of the communication and identify the person(s) making the communication(s).

(The Notice of Hearing on the following item appeared in the April 28, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

34. Pine Hill Estates Addition No. 2, Replat of Lot 9
Amount: N/A
Recommended Action: Approve the Proposed replat of Pine Hill Estates Addition No. 2, Lot 9

Rick Wolf, Codes Enforcement Director, presented the above item.

Commissioner DeLaney moved to approve the proposed replat of Pine Hill Estates Addition No. 2, Lot 9.

Chair Pinkoson opened the Public Hearing at 7:47 P.M.

There was no one present who wished to address the Board.

Chair Pinkoson closed the Public Hearing at 7:48 P.M.

The motion carried 4-0 with Commissioner Byerly out of the room.

Public Hearings
Regular Matters

(The Notice of Hearing on the following item appeared in the April 28, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

27. Transportation Improvement District and Southwest District Plan
Amount: N/A
Recommended Action: Direct Staff to develop a Transportation Improvement District Ordinance and finalize the Southwest District Plan for adoption at a future public hearing

Impact Fee Manager Jonathan Paul and Senior Transportation Planner Jeff Hayes presented the above item.

Commissioner Byerly moved to Direct Staff to develop a Transportation Improvement District Ordinance and finalize the Southwest District Plan for adoption at a future public hearing:

1. Direct staff to develop a Transportation Improvement District Ordinance that allocates 30% of the 2012 to 2025 and 25% and 2026 to 2035 increase in general ad valorem tax revenues generated within the Southwest District to fund the multi-modal projects indentified in the Southwest Transportation Improvement District Plan and also evaluate a model that uses 50% of the 2012 to 2025 and 50% of the 2026 to 2035 increase in general ad valorem tax revenues generated within the Southwest District.

2. Direct staff to negotiate a Developer Agreement with Celebration Pointe Partners, LLC to among other things, address the timing of and reimbursement for construction of transportation capacity projects and funding of transit operations established in the Southwest Transportation Improvement District Plan.

3. Direct staff to concurrently prepare an analysis of the financial impact of appropriating the above stated tax increment funds exclusively for transportation expenses on the ability of County general fund revenues to pay for other required county services and direct staff to conduct a basic analysis of the likely General Fund impacts for the other three Traditional Neighborhood Design projects that are currently moving forward and staff to include the assumptions used in the presentation.

Chair Pinkoson recognized applicant Sven Dyrkolbotn who gave his presentation.

Chair Pinkoson opened the Public Hearing at 8:52 P.M.

Chair Pinkoson recognized John Martin, Impact Fee Manager Jonathan Paul, Laurie Newsome, David Coffey, Esq., and Rob Brinkman who presented comments to the Board.

Chair Pinkoson closed the Public Hearing at 9:13 P.M.

The motion carried 4-1 with Commissioner Baird voting "Nay".

Legislative items

(The Notice of Hearing on the following item appeared in the April 28, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

28. CPA 02-11: Amend Future Land Use Map 2020 CPA 02 11 Rural Agriculture to Preservation.
Amount: N/A
Recommended Action: Approve for transmittal to the Department of Community Affairs CPA 02 11 publicly owned parcel as Preservation on the Future Land Use Map 2020

Senior Planner Robert Norton presented the above item.

Commissioner Byerly moved to approve for transmittal to the Department of Community Affairs CPA 02 11 publicly owned parcel as Preservation on the Future Land Use Map 2020.

Chair Pinkoson opened the Public Hearing at 9:18 P.M.

There was no one present who wished to address the Board.

Chair Pinkoson closed the Public Hearing at 9:19 P.M.

The motion carried 4-0 with Commissioner Long out of the room.

(The Notice of Hearing on the following item appeared in the April 28, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

29. CPA 03-11: Amend Future Land Use Map 2020 CPA 03 11 Rural Agriculture to Preservation

Amount: N/A

Recommended Action: Approve for transmittal to the Department of Community Affairs CPA 03 11 publicly owned land identified as Preservation on the Future Land Use Map 2020

Senior Planner Robert Norton presented the above item.

Commissioner Byerly moved to approve for transmittal to the Department of Community Affairs CPA 03 11 publicly owned land identified as Preservation on the Future Land Use Map 2020.

Chair Pinkoson opened the Public Hearing at 9:22 P.M.

There was no one present who wished to address the Board.

Chair Pinkoson closed the Public Hearing at 9:23 P.M.

The motion carried 4-0 with Commissioner Long out of the room.

(The Notice of Hearing on the following item appeared in the April 28, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

30. CPA 04-11: Amend Future Land Use Map 2020 CPA 04 11 RuralAgriculture to Preservation

Amount: N/A

Recommended Action: Approve for transmittal to the Department of Community Affairs CPA 04 11 publicly owned parcel as Preservation on the Future Land Use Map 2020

Commissioner Byerly moved to approve for transmittal to the Department of Community Affairs CPA 04 11 publicly owned parcel as Preservation on the Future Land Use Map 2020.

Chair Pinkoson opened the Public Hearing at 9:22 P.M.

There was no one present who wished to address the Board.

Chair Pinkoson closed the Public Hearing at 9:23 P.M.

The motion carried 5-0.

(The Notice of Hearing on the following item appeared in the April 28, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

31. CPA 05-11: Amend Future Land Use Map 2020 CPA 05 11 Rural Agriculture
Amount: N/A
Recommended Action: Approve for transmittal to the Department of Community Affairs CPA 05 11 publicly owned parcel as Preservation on the Future Land Use Map 2020

Commissioner Byerly moved to approve for transmittal to the Department of Community Affairs CPA 05 11 publicly owned parcel as Preservation on the Future Land Use Map 2020.

Chair Pinkoson opened the Public Hearing at 9:31 P.M.

There was no one present who wished to address the Board.

Chair Pinkoson closed the Public Hearing at 9:31 P.M.

The motion carried 5-0.

(The Notice of Hearing on the following item appeared in the April 28, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

32. CPA 06-11: Amend Future Land Use Map 2020 CPA 06 11 Rural Agriculture to Preservation
Amount: N/A
Recommended Action: Approve for transmittal to the Department of Community Affairs CPA 06 11 publicly owned parcels as Preservation on the Future Land Use Map 2020

Commissioner Byerly moved to approve for transmittal to the Department of Community Affairs CPA 06 11 publicly owned parcels as Preservation on the Future Land Use Map 2020.

Chair Pinkoson opened the Public Hearing at 9:32 P.M.

There was no one present who wished to address the Board.

Chair Pinkoson closed the Public Hearing at 9:32 P.M.

The motion carried 5-0.

(The Notice of Hearing on the following item appeared in the April 28, 2011 edition of the Gainesville Sun and Proof of Publication has been filed with the Clerk to the Board.)

33. Amend Chapter 404.18 of the Unified Land Development Code (ULDC) regarding private animal shelters
Amount: N/A
Recommended Action: Staff recommends that the Board hear the item and approve the proposed changes to Chapter 404.18 of the ULDC

Jerry Brewington, Senior Planner, presented the above item.

The Board of County Commissioners recessed as the Board of County Commissioners and convened as the Unified Land Development Committee at 9:40 P.M.

Commissioner DeLaney moved to find the amendments to the consistent with the Comprehensive Plan. The motion carried 5-0.

The Unified Land Development Committee adjourned and the Board of County Commissioners reconvened at 9:44 P.M.

Commissioner DeLaney moved to hear the item and approve the proposed changes to Chapter 404.18 of the ULDC. The motion carried 5-0.

County Manager Reports

23. County Manager's Report
Amount: N/A
Recommended Action: Accept County Manager's Report

1. Mr. Reid stated that Corrections Association of America (CAA) there representative is coming to give a general presentation of how the privatization of a jail works and how they operate.

2. Mr. Reid stated that he has sent a Memorandum out regarding the options for continued operation of the Jail. He encouraged the Board members to review the memo. The ideas in the memo have been discussed with the Sheriff but no agreement has been reached.

Commissioner Long requested that the County Manager make sure that the message gets out to the Public regarding the Jail discussion so that the Public is aware of the options and can provide input. This is a major decision and will impact the County for years to come.

By Consensus, the Board directed the County Manager to report at the next meeting with a time frame for the examination of the Interlocal Agreement with the Sheriff.

ADDED ITEM:

Discussion of Appropriate Budget Amendment to Fund Jail Roof Alternative:

Chair Pinkoson recognized Assistant County Manager Richard Drummond who presented the above item.

Commissioner Byerly moved to approve the budget amendment to fund the Jail HVAC project by re-assignment of bond revenues from the SW 8th Avenue Project. The motion carried 3-2 with Commissioner Pinkoson and Baird voting "Nay".

Closing Comments
Public Comments - 15 minutes

35. PM Closing Comments from the Public
Amount: N/A
Recommended Action: Hear Closing Comments from the Public

(There was no one present who wished to address the Board.)

Commission Comments

25. Commission Comments
Amount: N/A
Recommended Action: Commission Comments

Commissioner Byerly moved to amend the Board's Rules of Procedure to not allow Time Certain Items for Regular Board meetings unless voted for in advance by the Board effective June 1, 2011. The motion carried 3-2 with Commissioner Baird and Pinkoson voting "Nay".

Commissioner Byerly raised the issue of Bus Passes for County Employees. Staff recommends the program be terminated due to under utilization. Commissioner Byerly stated that he would like the program to continue in some form.

Commissioner Byerly moved to establish an employee bus pass program that offers a reimbursement of 50% up to $2,000.00 a year. The motion carried 3-2 with Commissioners Baird and Pinkoson voting "Nay".

Commissioner DeLaney stated that she was contacted by the Gainesville Sun who informed her that the State of Florida passed a law allowing the County Commissioners to set their own salaries. She stated that if this is accurate, it is an area to be looked at during these tight budget times.

There being no further business before the Board the meeting was adjourned at 10:41 P.M.

Adjourn
CONSENT/Community Outreach
Recognitions and Proclamations

36. Proclamation: "Corrections/Detention Employees Appreciation Week" in Alachua County, Florida.
Amount: N/A
Recommended Action: Approve a proclamation declaring May 1-7 as "Corrections/Detention Employees Appreciation Week" in Alachua County, Florida. The proclamation was presented as a walk-on item at the April 26, 2011 BoCC Meeting.

37. Proclamation: "Brother to Brother Day" in Alachua County, Florida.
Amount: N/A
Recommended Action: Approve the proclamation declaring September 10, 2011 as "Brother to Brother Day" in Alachua County, Florida. The proclamation was presented by Chair Pinkoson at an event on April 23rd.

38. Proclamation: "National Tourism Week" in Alachua County, Florida
Amount: N/A
Recommended Action: Approve a proclamation declaring May 7 - 15, 2011 as "National Tourism Week" in Alachua County, Florida

CONSENT/Governmental Units
Constitutional Officers/Other Governmental Units

39. Application for Revenue Sharing 2011-2012 State Fiscal Year.
Amount: N/A
Recommended Action: Approve and authorize Chair to sign the Application for Revenue Sharing 2011-2012 State Fiscal Year.

40. Federal Elections Activities Grant: Certification of Matching Funds for FY 2010-2011
Amount: N/A
Recommended Action: Certify that the required 15 percent match is available in the FY 2011 Supervisor of Elections Budget

41. Ratification of the Warrant List.
Amount: N/A
Recommended Action: Ratify the warrant list.

42. Approval of the Board of County Commission Minutes.
Amount: N/A
Recommended Action: Approve the following Board of County Commission Minutes: February 22, 2011.

43. Recognize Unanticipated Revenue for Federal Election Activities Grant
Amount: N/A
Recommended Action: Adopt Resolution and Budget Amendment to recognize unanticipated revenue for Federal Election Activities Grant.

County Manager

44. Informal Discussion Minutes
Amount: N/A
Recommended Action: Approve the County Commission Informal Discussion Minutes for Jan 4, 2011; Jan 18, 2011; Feb 1, 2011; Feb 15, 2011; March 1, 2011;

Support Services Group

45. Maintenance Agreement between Alachua County Board of County Commissioners and Johnson Controls, Inc.
Amount: $19,495.00
Recommended Action: Approval and execution of the Third Amendment to the Maintenance Agreement between Alachua County Board of County Commissioners and Johnson Controls, Inc. for annual maintenance of the HVAC at the Alachua County Criminal Courthouse and Sheriff's Office.

46. Hansen Construction Services: Change Order 3 to Purchase Order 110695.
Amount: $15,000.00
Recommended Action: Approve Change Order 3 to Purchase Order 110695, issued to Hansen Construction Services.

Community Planning Group

47. Renewal of Traffic Engineering Services Agreement with the City of Gainesville
Amount: $179,929.08
Recommended Action: Approve the Traffic Engineering Services Agreement Renewal with the City of Gainesville.

48. Maintenance Map for the County's Wayside Park located in Hague.
Amount: N/A
Recommended Action: That the Maintenance Map for Wayside Park be accepted by the Board.

49. Quit Claim Deed to Alachua County for the 5 acre out parcel adjacent to Balu Forest.
Amount: N/A
Recommended Action: Approve the Quit Claim Deed from John Chi-Chang Sung and Thomas Chi-Cheng Sung, individually and as trustees. to Alachua County for the 5 acre out parcel adjacent to Balu Forest.

Community Services Group

50. Town of Micanopy Interlocal Agreement for the provision of Fire Suppression and Initial Response Emergency Medical Services
Amount: $145,000.00 expenditure
Recommended Action: Adopt the Interlocal Agreement with the Town of Micanopy for the provision of Fire Suppression and Initial Response Emergency Medical Services

51. Certificate of Public Convenience and Necessity for City of Gainesville Fire Rescue and Alachua County Department of Public Safety
Amount: N/A
Recommended Action: Approve the renewal of the Certificate of Public Convenience and Necessity for City of Gainesville Fire Rescue and Alachua County Department of Public Safety

52. CHOICES Health Services and Stephen L. Goldfaden, DDS, PA
Amount: N/A
Recommended Action: Approve and Execute the CHOICES Agreement for Oral Healthcare Services.

August 9, 2011 Regular BoCC Meeting
Agenda Item #28

Title
Ratification of the Warrant List. (Amended)

Amount
N/A

Description
Check registry for the Board of County Commission.

Recommendation
Ratify the warrant list.

Alternative(s)
Do not ratify the warrant list.

Requested By
Steve Donahey

Originating Department
Finance & Accounting

Attachment(s) Description
Warrant List

Documents Requiring Action
Warrant List

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Warrant List Board.pdf

CLERK OF THE CIRCUIT COURT

Finance and Accounting
Post Office Box 939
Gainesville, Florida 32602

J.K. "BUDDY" IRBY
CLERK

TELEPHONE
(352) 374-3605

July 28, 2011

MEMORANDUM

TO: Board of County Commissioners

VIA: Todd Hutchison, Finance Director

FROM: Steve Donahey, Deputy Clerk

SUBJECT: Warrant List

PERIOD	WARRANT TYPE	NUMBERED	AMOUNT
04-07-11	Machine	2241514 – 2241650	$514,715.34
04-08-11	Manual Check	2241651	$1,947.00
04-14-11	Machine	2241653 – 2241887	$847,841.49
04-21-11	Machine	2241889 – 2242033	$1,104,309.15
04-28-11	Machine	2242035 – 2242310	$1,017,345.53
05-05-11	Machine	2242312 – 2242438	$533,160.96
05-12-11	Machine	2242440 – 2242599	$331,289.00
05-19-11	Machine	2242601 – 2242848	$1,872,813.99
05-26-11	Machine	2242850 – 2243031	$1,536,897.65
06-02-11	Machine	2243033 – 2243146	$413,671.39
06-09-11	Machine	2243148 – 2243279	$538,192.88
06-16-11	Machine	2243281 – 2243496	$757,570.92
06-23-11	Machine	2243498 – 2243672	$1,610,964.40
06-30-11	Machine	2243674– 2243818	$1,074,717.55
07-07-11	Machine	2243820 – 2243986	$455,586.64
07-14-11	Machine	2243988 – 2244185	$653,329.99
07-21-11	Machine	2244187 – 2244471	$1,441,970.65
07-28-11	Machine	2244473 – 2244644	$511,523.96

The above warrant lists are recommended for ratification by the Board.

TH/sd

August 9, 2011 Regular BoCC Meeting
Agenda Item #29

Title
Report of contracts and grants signed by County Manager or Staff for June, 2011 (Amended)

Amount
N/A

Description
Request Approval of the Report of Contracst and Grants signed by County Manager or Staff

Recommendation
Accept the report 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: 338-7392

Originating Department
Office of Management and Budget

Attachment(s) Description
Report of Contracts signed by the County Manager and Staff during June, 2011

Documents Requiring Action
Report of Contracts signeed by the County Manager and Staff during June, 2011

Executive Summary
Report of Contracts signed by County Manager and County Staff for June 2011 as authorized by guidelines adopted by the Board of County Commissioners. Copies of the agreements to be included in the Board's minutes.

Background
At their regular meeting on December 12, 2000 the Board of County Commissioners adopted guidelines governing signature authority for contracts that could be signed by the County Manager and County Staff and provided that a copy of any such contracts be included in the Board's minutes. This report includes several contracts signed in May but not received in time to include them on the May report. Originals of contracts are maintained by the Office of Management and Budget

Issues
Whether to include a copy of the contracts in the Board's Agenda. Not doing so would require revision of the Board's Guidelines. Whether to take any additional action on any of the includeD contracts.

Fiscal Recommendation
Funding for or revenues derived from applicable contracts and grants 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 June 2011.pdf

42
36

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
7611	THE HUMANE SOCIETY OF THE UNITED STATES	NA	AGREEMENT FOR PRE-DEPLOYMENT SERVICES	6/6/2011	PUBLIC WORKS - ANIMAL SERVICES	
7612	UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE STEPHEN O'CONNELL CENTER	($38,238.70)	AGREEMENT FOR FUNDING UNDER THE TOURISM DEVELOPMENT GRANT PROGRAM	5/26/2011	VISITORS AND CONVENTION BUREAU	For Jehovah's Witness Conferences (multiple). Contract not revived until after may report was generated
7617	ARKAT-USA, INC	($4,200.00)	AGREEMENT FOR FUNDING UNDER THE TOURISM DEVELOPMENT GRANT PROGRAM	6/15/2011	VISITORS AND CONVENTION BUREAU	For Florida Heterocyclic Conference held March 6-9, 2011
7618	GAINESVILLE REDEVELOPMENT AGENCY	($10,000.00)	AGREEMENT TO FUND INSTALLATION OF SIGNAGE	6/15/2011	VISITORS AND CONVENTION BUREAU	To incorporate "Visit Gainesville" signs on "Way Finding" signs
7619	UNIVERSITY OF FLORIDA CME	($10,000.00)	AGREEMENT FOR FUNDING UNDER THE TOURISM DEVELOPMENT GRANT PROGRAM	6/15/2011	VISITORS AND CONVENTION BUREAU	1st Gainesville "Hot Seats" Course held April 13-17, 2011
7620	UNIVERSITY OF FLORIDA CME	($10,000.00)	AGREEMENT FOR FUNDING UNDER THE TOURISM DEVELOPMENT GRANT PROGRAM	6/15/2011	VISITORS AND CONVENTION BUREAU	2nd Gainesville "Hot Seats" Course held April 13-17, 2011
7621	UNIVERSITY OF FLORIDA CME	($10,000.00)	AGREEMENT FOR FUNDING UNDER THE TOURISM DEVELOPMENT GRANT PROGRAM	6/15/2011	VISITORS AND CONVENTION BUREAU	3rd Gainesville "Hot Seats" Course held April 13-17, 2011
7622	UNIVERSITY OF FLORIDA CME	($10,000.00)	AGREEMENT FOR FUNDING UNDER THE TOURISM DEVELOPMENT GRANT PROGRAM	6/15/2011	VISITORS AND CONVENTION BUREAU	4th Gainesville "Hot Seats" Course held April 13-17, 2011
7623	UNIVERSITY OF FLORIDA MATH DEPARTMENT	($3,834.00)	AGREEMENT FOR FUNDING UNDER THE TOURISM DEVELOPMENT GRANT PROGRAM	6/15/2011	VISITORS AND CONVENTION BUREAU	For UF Conference on Computational and Systems Biology held March 16-20, 2011
7624	UNIVERSITY OF FLORIDA MATH DEPARTMENT	($5,607.00)	AGREEMENT FOR FUNDING UNDER THE TOURISM DEVELOPMENT GRANT PROGRAM	6/15/2011	VISITORS AND CONVENTION BUREAU	For the 27th Southeast Analysis Meeting (SEAM) held March 17-20, 2011
7625	JENI BANSEL, DVM	RATE BASED	AGREEMENT FOR PROVISION OF VETERINARIAN SERVICES FOR THE ALACHUA COUNTY ANIMAL SHELTER	6/15/2011	PUBLIC WORKS - ANIMAL SERVICES	As needed. Not to exceed $50,000.00 annually
7626	TECLA BYVOET MYRICK, DVM	RATE BASED	AGREEMENT FOR PROVISION OF VETERINARIAN SERVICES FOR THE ALACHUA COUNTY ANIMAL SHELTER	6/15/2011	PUBLIC WORKS - ANIMAL SERVICES	As needed. Not to exceed $50,000.00 annually
7627	ARCHITECT WLW	($8,540.00)	AGREEMENT TO PROVIDE 'AS BUILT' PLANS FOR THE ALACHUA COUNTY ADMINISTRATION BUILDING	6/17/2011	ADMINISTRATIVE SERVICES - FACILITIES MANAGEMENT	Amount is "not to exceed"
7630	FLORIDAWORKS	NA	YOUTH EMPLOYMENT PROGRAM WORKSITE AGREEMENT	6/30/2011	ADMINISTRATIVE SERVICES - HUMAN RESOURCES	

CONTRACT #	VENDOR	ANNUAL AMOUNT: Revenue (Expense)	PURPOSE	DATE SIGNED	DEPARTMENT/DIVISION	NOTES
NA	DELIVERANCE GOSPEL TEMPLE WORSHIP CENTER	NA	AGREEMENT FOR PARTICIPATION IN ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	5/13/2011	COURT SERVICES	Received by Contracts after May Report
NA	HAVEN ACRES CAT SANCTUARY, INC	NA	AGREEMENT FOR PARTICIPATION IN ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	5/23/2011	COURT SERVICES	Received by Contracts after May Report
NA	HAILE'S ANGELS PET RESCUE, INC	NA	AGREEMENT FOR PARTICIPATION IN ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	6/14/2011	COURT SERVICES	Received by Contracts after May Report
NA	FIRST BAPTIST CHURCH OF GAINESVILLE, INC	NA	AGREEMENT FOR PARTICIPATION IN ALACHUA COUNTY COMMUNITY SERVICE PROGRAM	6/24/2011	COURT SERVICES	

#7612

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 8, 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 26, 2011 & Received in Contracts June 8, 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 BOARD OF TRUSTEES FOR STEPHEN O'CONNELL CENTER

Interlocal Agreement to secure Jehovah Witness Conferences
Term: April 2, 2011 – September 30, 2011
Amount: $19,119.35 per weekend (Not to exceed 2 weekends)
$38,238.70 Not to exceed amount
Account: 005-4530-552.82-14

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

INVOICE AND ENCUMBRANCE ADVICE

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER

NO. 111343

ORDER DATE	6/13/2011
REQ. NUMBER	0000056301
BID NUMBER	
BUYER	JANA POWELL
ACCOUNT NO.	00545305528214
VENDOR NO.	17296

VENDOR
VENDOR I.D. #

STEPHEN C.O'CONNELL CENTER
1232 SCOC
PO BOX 115850
GAINESVILLE FL 32611-5850

SHIP TO

ALACHUA COUNTY
TOURIST DEVELOPMENT
C/O JOHN PRICHER
30 EAST UNIVERSITY AVENUE
GAINESVILLE FL 32601-6893

ITEM	REQ'D	BID	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1			INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE STEPHEN C. O'CONNELL CENTER TO AID IN THE CONFERENCE OF THE CHRISTIAN CONGREGATION OF THE JEHOVAH'S WITNESS FOR TWO CONFERENCES IN FY11 ***$19,119.35 PER WEEKEND CONFERENCE & NOT TO EXCEED 2 WEEKEND CONFERENCES***	38238.70	NA	1.0000	38238.70
						TOTAL	38238.70

REMARKS:

***
THIS IS A CONTRACT APPROVED
BY THE COUNTY MANAGER 5/26/2011.
CONTRACT TERM: 4/2/2011 - 9/30/2011.

INVOICE INSTRUCTIONS TO VENDOR

1. Submit invoice as described in the referenced agreement.
2. Include all required documentation/backup with invoice.
3. Florida State Tax Exemption Number: 11-065-024077-53C.
4. Federal Tax ID Number: 59-6000501

6/13/11
DATE APPROVED

AUTHORIZED SIGNATURE

INTERLOCAL AGREEMENT

BETWEEN ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA, FOR AND ON BEHALF OF THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR THE BENEFIT OF THE STEPHEN C. O'CONNELL CENTER

This agreement is made by and between the University Of Florida Board Of Trustees, a public body corporate of the State of Florida for the benefit of the Stephen C. O'Connell Center, hereinafter called SCOC, and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called County

WITNESSETH:

WHEREAS, the County and the SCOC 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 SCOC has entered into an agreement with the Christian Congregation of the Jehovah's Witness to utilize the SCOC for a large scale conference; and

WHEREAS, this project will assist in the development and promotion of Gainesville and Alachua County as a site for large scale meetings that will bring tourists to Alachua County and serves a public purpose; and

WHEREAS, §125.0104, Florida Statutes provides that Tourist Development Tax funds may be used for this purpose, because the funds will be used for an event which has as one of its main purposes the attraction of tourists to Alachua County;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows: Pursuant to §163.01(11), Florida Statutes, this agreement shall be deemed effective upon the recording of this agreement by the County in the public records of Alachua County.

1. **Term** – Pursuant to §163.01(11), Florida Statutes, this agreement shall be deemed effective upon the recording of this agreement by the County in the public records of Alachua County. The term of this agreement begins April 2, 2011 and shall continue in full force and effect through September 30, 2011 unless earlier terminated as provided herein.

2. **Duties of the SCOC**

   2.1. Host the convention as provided in the agreement between SCOC and the Christian Congregation of Jehovah's Witness (JW) for 2011, attached hereto as Exhibit A, and in subsequent agreements between the SCOC and the JW for the term of this agreement. Such subsequent agreements shall be attached to this agreement as exhibits and become a part hereof.

3. **Compensation**

3.1. For each Christian Congregation of Jehovah's Witness conference weekend held during the term of this agreement, the County will pay to SCOC **Nineteen Thousand One Hundred Nine dollars and Thirty-Five Cents ($19, 119.35)** per weekend, not to exceed two weekends per term of this agreement.

3.2. The County shall make payment to the SCOC 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 and the County's prompt payment procedures. Payments shall be made to the following address:

Director
Stephen C. O'Connell Center
University of Florida
1232 SCOC
PO Box 115850
Gainesville, FL 32611-5850

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, the representatives of the County and the SCOC are:

County: Alachua County Visitors and Convention Bureau
Attn: John Pricher
30 East University Avenue
Gainesville, FL 32601

SCOC: Director
Stephen C. O'Connell Center
University of Florida
1232 SCOC
PO Box 115850
Gainesville, FL 32611-5850

A copy of any notice, request or approval to the County must also be sent to:

J. K. "Buddy" Irby
ATTN: Finance and Accounting
Clerk of the Court
PO Box 939
Gainesville, FL 32602

Office of Management and Budget
ATTN: Grants/Contracts
105 SE 1st Avenue, Suite 6
Gainesville, FL 32601

5. **Default and Termination**

5.1. The failure of the SCOC to comply with any provision of this Contract will place the

SCOC in default. Prior to terminating the Contract, the County will notify the SCOC in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the SCOC seven (7) days to cure the default. The VCB Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the SCOC

5.2. The County may also terminate the Contract without cause by providing written notice to the SCOC. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, SCOC will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the SCOC in performing this Agreement, whether completed or in process. In the event of such termination for convenience, SCOC's recovery against County shall be limited to that portion of the Contract amount earned through the date of termination, but SCOC shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

5.3. If funds to finance this Contract become unavailable, the County may terminate the Contract with no less than twenty-four hours notice in writing to the SCOC. The County will be the final authority as to the availability of funds. The County will pay the SCOC for all work completed prior to any notice of termination.

6. **Project Records.**

6.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the SCOC shall keep and make available to the County for inspection and copying, upon written request by the County, all records in SCOC's possession relating to the Agreement. Additionally, the SCOC shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

6.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

7. **Indemnification**. Each party represents that it is self-funded or insured for liability

insurance in accordance with §768.28 Florida Statutes. Each party assumes any and all risks of personal injury (including death) and property damages (including destruction) attributable to the negligent acts or omissions of it officers, employees, servants, and agents thereof in the performance of this agreement. Nothing contained herein shall be construed or interpreted as a waiver provided in §768.28 Florida Statutes.

8. **Assignment of Interest** However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

9. **Successors and Assigns**. The County and SCOC each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

10. **Independent Contractor.** In the performance of this Agreement, the SCOC is acting in the capaSCOC of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The SCOC is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

11. **Conflict of Interest**. The SCOC warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The SCOC shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

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

13. **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

Non Waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

14. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

15. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

16. **Amendments**. The parties may amend this Agreement only by mutual written agreement

of the parties.

17. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

18. **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.

19. **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.

20. **Entire Agreement**. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

ALACHUA COUNTY, FLORIDA

By: _____

Randall H. Reid, County Manager

_____

Witness to Mr. Reid

APPROVED AS TO FORM

_____

Alachua County Attorney's Office

UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES FOR THE
BENEFIT OF THE STEPHEN C.
O'CONNELL CENTER

By: _____

_____

_____

University of Florida's Office of General Counsel

W. William Li
Senior University Counsel

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Interlocal Agreement with the Stephen C. O'Connell Center to secure Jehovah Witness Conferences.		
DEPARTMENT: Tourist	**RETURN TO** Tourist	**CONTACT:** John Pricher **PHONE** 374-5260	
DOCUMENT(S) REQUIRING ACTION:	Contract between Alachua County and the Stephen C. O'Connell Center	**AMOUNT:**	**$38,238.70**

EXECUTIVE SUMMARY:

For FY 11 the contract for two Jehovah Witness Conferences the cost to secure the events have risen to $19,119.35 per event. The largest source of the increase comes from the increase cost of University Police to staff the event.

BACKGROUND:

On January 12, 2005, the Tourist Development Council (TDC) approved the third amendment to the Memorandum of Understanding (MOU) to allow for a Countywide Bid Pool. On January 25, 2005 the Board of County Commissioners approved the amendment to the MOU. The Stephen C. O'Connell (SCOC) center has entered into an agreement with the Christian Congregation of the Jehovah's Witness to utilize the SCOC for a large scale conference. This conference will assist in the development of Gainesville and Alachua County as a site for large scale meetings bringing visitors to Alachua County. The Grant will provide $5,000 per meeting with a maximum of 5 meetings each fiscal year.

On June 12, 2001, the Board of County Commissioners entered into a Memorandum of Understanding (MOU) with the Tourist Development Council (TDC) to establish the TDC Tax Grant Program. The Board approved the 1st amendment to the MOU on May 28, 2002, and the 2nd amendment on August 26, 2003. The TDC approved the changes to the grant guidelines and application and a Citywide Bid Pool for the 3rd amendment to the MOU at their July 21, 2004.

ISSUES:

None

ACTION

Recommendation: County Manager's signature of the contract

BUDGETARY IMPACT

Recommendation: Funding from TDC Grant Fund and VCB Budget

Funding Sources: Fund 005

Associated Costs None

Account Code: 005-4530-552-8214

ATTACHMENTS: Contract between Alachua County and Stephen C. O'Connell Center

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
				RAH	5/25/11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/25/2010

PRODUCER 1-212-295-8000
Integro USA Inc.
Integro Insurance Brokers
[redacted] State Street Plaza
9th Floor
New York, NY 10004

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Ins Co	24147
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
CHRISTIAN CONGREGATION OF JEHOVAH'S WITNESSES

2821 ROUTE 22

PATTERSON, NY 12563-2237

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	MWZY58892	11/01/10	11/01/11	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 5,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		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? Y / N (Mandatory in NH)				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED: UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, STEPHEN C. O'CONNELL CENTER ARENA; STATE OF FLORIDAY; FLORIDA STATE BOARD OF EDUCATION, FLORIDA BOARD OF GOVERNORS.

AS PER TERMS OF AGREEMENT FOR USE OF THESTEPHEN C. O'CONNELL CENTER ARENA, SUITE 1232, LEMERAND DRIVE, GAINESVILLE, FL FOR CONVENTIONS OF JEHOVAH'S WITNESSES ON THE DATES 6/30-7/3/2011 AND 7/28-31/2011.

CERTIFICATE HOLDER

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

[redacted] ITE 1232, PO BOX 115850

[redacted] AINESVILLE, FL 32611

USA

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

Laura M. Desmond

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00014

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
12/01/06

85-8012603337C-2	02/26/2007	02/29/2012	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CHRISTIAN CONGREGATION OF
JEHOVAHS WITNESSES
2821 ROUTE 22
PATTERSON NY 12563-2237

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

#7625

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 2011

MEMORANDUM

To: David Flagler, Animal Services
Public Works

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants & Contracts Approved by the County Manager on June 15, 2011 & Received in Contracts June 17, 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.

BANSEL, JENI, D.V.M.
Agreement for Veterinarian Services for the Animal Shelter
Term: June 1, 2011 – September 30, 2012
Amount: $50,000.00 Annual Compensation Not to Exceed
Account: 001-2500-562.34-99

Please forward the 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
File

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

ITEM DESCRIPTION:	Agreement for veterinary services for Alachua County Animal Shelter

DEPARTMENT:	**RETURN TO**	**CONTACT:** David R. Flagler
PW/Animal Services	David R. Flagler	**PHONE** 264-3890

DOCUMENT(S) REQUIRING ACTION:	Agreement between, Alachua County and Jeni Bansel, D.V.M for veterinary services for Alachua County Animal Shelter	**AMOUNT:** $40/hr, NTE $50,000 annually

EXECUTIVE SUMMARY: Agreement providing for veterinary services to examine, treat, vaccinate and sterilize animals received at and adopted through the animal shelter. This Agreement is for the provision of these services until the services are no longer required.

BACKGROUND: Alachua County Animal Services receives approximately 7,500 companion animals each year at the animal shelter. Most of these animals are stray animals without owners that require basic medical examination and treatment during the time that they are sheltered. It is the goal of Animal Services to provide the necessary care of these animals and to attempt placement of the animals into new homes.

ISSUES: Cost of services provide under this agreement will not exceed $50,000 per year.

ACTION

Recommendation: Approve and sign the Agreement with Dr. Bansel for veterinary services for the Alachua County Animal Shelter.

BUDGETARY IMPACT

Recommendation:	The funding for this position will be taken from the salary of the Veterinarian position for Animal Services.
Funding Sources:	General Fund
Associated Costs	Medical supplies, pharmaceuticals, anesthetics are already budgeted.
Account Code:	001-2500-562.34-99

ATTACHMENTS: Agreement between Alachua County and Jeni Bansel, DVM.

SUGGESTED REFERENCE MATERIAL: 5/31/11

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
6-6-11				RHL	6/15/11

AGREEMENT BETWEEN ALACHUA COUNTY
AND JENI BANSEL, D.V.M. FOR VETERINARY
SERVICES FOR THE
ALACHUA COUNTY ANIMAL SHELTER

THIS 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 Jeni Bansel, D.V.M., hereinafter referred to as "Veterinarian";

WITNESSETH:

WHEREAS, the County is desirous of receiving the services of a licensed veterinarian to provide relief veterinary services for animals at the Alachua County Animal Shelter on an as needed basis; and,

WHEREAS, the Veterinarian is licensed to practice veterinary medicine in the State of Florida and is desirous of assisting the County in such matters;

NOW, THEREFORE, in consideration of the mutual benefits to flow to each other and the covenants and agreements hereinafter contained, the parties hereto agree as follows;

Section 1. Scope of Services. The County agrees to engage the Veterinarian, and the Veterinarian hereby agrees to perform in a good and professional manner, all veterinary duties and services assigned by the County as

enumerated below only when present at the facility and scheduled to work. The services may only be amended, extended, or modified in accordance with Section 9 and Section 21 of this agreement. Unless subsequently modified, the Veterinarian will perform only the following services:

a. Perform surgical procedure in accordance with Section 823.15, Florida Statutes, to sterilize each male cat, female cat, male dog, female dog. In addition, neutering procedure will include the requirement to sterilize puppies and kittens as young as six (6) weeks of age. Surgery will be done only if the Veterinarian deems the animal is healthy enough.

b. Decapitation of rabies suspect animals when the Veterinarian is present and scheduled to work.

c. Diagnosis or treatment of sick or injured animals received at the facility is at the sole discretion of the Veterinarian only. No animal in the Alachua County Animal Shelter will be medically treated (or the existing medical treatment altered) in any way without approval by a veterinarian.

d. Follow-up treatment on animals with complications relating to surgery when the Veterinarian is present and scheduled to work.

e. Perform health evaluation and other routine veterinary services on animals received at the facility when the Veterinarian is present and scheduled to work.

f. Testify or provide litigation assistance to the County. The Veterinarian will be compensated at the contract rate for the time spent in preparation and in court.

g. Perform any other veterinary-related duties and services as required by the County, by law, or regulation for the continued provision of veterinary care for animals at the facility when scheduled to work in the facility, or when the Veterinarian voluntarily agrees to work on an emergency basis. The Veterinarian shall make the final determination as to any medical treatment or surgical procedure necessary to be performed on any animal in the Alachua County Animal Shelter. The County reserves the right to stop treatment and require euthanasia on any animal at any time.

h. The schedule of working days/hours will be decided jointly by the County and the Veterinarian on a continuing basis. The schedule will be provided not less than 2 weeks in advance of the working period. At his/her discretion, the Veterinarian may make him/herself available above and beyond the written schedule.

In connection with the services performed by the Veterinarian, the County agrees to provide the following:

(1) Shared office space for the Veterinarian at the County Animal Services facility.

(2) Drugs, equipment, and necessary supplies. Drugs that are listed as controlled or scheduled by the DEA are to be locked away.

Generally, The only person with access to those drugs will be the Veterinarian. If medication is necessary for the capture of fractious animals and/or the euthanasia of an animal, and the Veterinarian is not available, the Animal Services Director will have access to the latter drugs on an emergency basis only. The controlled/scheduled drugs will be reconciled by the Veterinarian on a weekly basis with the controlled drug log. If there is any discrepancy, the Veterinarian reserves the right to secure any controlled/scheduled medications ordered with their DEA registration and disallow use by any other party. The County agrees to order supplies deemed necessary by the Veterinarian within medical reason.

(3) Processing of the necessary paper work on each animal treated at the facility.

(4) Appropriately trained support personnel to assist with surgical, diagnostic, and treatment procedures. Though the personnel will be overseen and utilized on a day-to-day basis by the Veterinarian as he/she see fit, this personnel will be hired and managed by the County.

Section 2. Term. This agreement shall begin on June 1, 2011, and continue through and including September 30, 2012.

Section 3. Compensation. For all services actually, timely and faithfully performed, the Veterinarian will be paid as follows:

a. The Veterinarian shall be compensated at a daily rate not to exceed $40.00 per hour and shall be invoiced in increments of quarter hours, rounding up to the nearest quarter hour (0.25, 0.50, 0.75, and 1.0).

b. Total annual compensation paid to Veterinarian under this Agreement shall not exceed $50,000.

c. As a condition precedent for any payment, the Veterinarian shall submit monthly, or more frequently if request by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Veterinarian's invoice shall be accompanied by a time sheet with a basic description of services rendered and total time required to do such services, but not before the previous invoice has been paid in full by the County. Each invoice shall bear the signature of the Veterinarian, which signature shall constitute the Veterinarian's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement, that the services provide have served a public purpose, that all obligations of the Veterinarian covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Veterinarian that payment of any portion thereof should be withheld. Submission of the Veterinarian's invoice for final payment shall further constitute the Veterinarian's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Veterinarian to others, including its consultants, incurred in connection with the services, will be paid in full. The Veterinarian shall submit invoices to the County at the following address:

Alachua County Animal Services
Accounts Payable
3400 NE 53rd Avenue
Gainesville, Florida 32609

d. The County shall make payment to the Veterinarian, of all sums properly invoiced under the provisions of paragraph c, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Jeni Bansel, DVM
2267 NW 17th Avenue

Gainesville, FL 32605

e. The Veterinarian shall not be reimbursed for out of pocket expenses.

Section 4. Independent Contractor. In the performance of this agreement, the Veterinarian will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture or associate of the County. The Veterinarian shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Veterinarian in the full performance of this. As an independent contractor, Veterinarian shall not be responsible for the means, methods, techniques, sequences, and procedures utilized by any other independent contractor or person/persons otherwise employed by the County, unless specifically under the direct supervision of the Veterinarian and the Veterinarian's directives are executed faithfully. Veterinarian, nor anyone employed by Veterinarian shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

Section 5. Insurance.

a. The Veterinarian shall provide and maintain, at her own expense during the term of this agreement, a policy or policies of professional liability insurance. Coverage must be afforded, under an "occurrence" form policy or "claims made" form in limits not less than $300,000.00. It is required that Professional Liability Insurance coverage be provided for all acts and omissions (by

Veterinarian only) that occur during the term of this agreement and shall insure only the Veterinarian against any and all claims which may arise out of or in connection with the performance of any services pursuant to this agreement. If this coverage is written on a claims made form, proof of extended reporting period coverage is required. Said professional liability insurance shall be in full force and effect for the entire duration of this agreement, including any extensions or renewals thereof.

b. The Veterinarian shall provide the County with a certificate of insurance or photocopy of the active insurance policy, within ten (10) days after this agreement is executed.

c. If the initial insurance expires prior to the completion of the work, a renewal certificate shall be furnished thirty (30) days prior to the date of expiration.

Section 6. Indemnification. The Veterinarian will indemnify and hold the County, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees and other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, unless illegal, in connection with or arising directly or indirectly out of this agreement or the performance hereof. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of the Veterinarian, the Veterinarian will defend such allegations through counsel provided by his/her liability insurance. Furthermore, the Veterinarian will be responsible for all costs, fees and expenses of

any defense including but not limited to, all attorney's fees and expenses, court costs, and expert witness fees and expenses only if the liability is found to be the Veterinarian's. The County will indemnify and hold the Veterinarian free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees and other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, unless committed by the Veterinarian, in connection with or arising directly or indirectly out of this agreement or the performance hereof. This indemnification provision will survive the termination of this agreement.

Section 7. Termination:

a. Termination for Cause. If the Veterinarian fails to fulfill her obligations under this agreement in a timely and satisfactory manner, or if the Veterinarian breaches any of the provisions, covenants, or stipulations under this agreement, then the County shall have the right to terminate this agreement by giving the Veterinarian written notice of termination at least fifteen (15) days before the effective date of termination. The written notice shall state the cause(s) and specify the time allotted for correction of the cause(s). In the event the Veterinarian fails or is unable to correct the cause(s) within the time frame, the County shall be liable to pay the Veterinarian for any services satisfactorily rendered prior to the effective date of the termination under this paragraph. 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.

b. Termination without Cause. The County or the Veterinarian may terminate this agreement at any time by giving written notice to the other specifying the termination date, which shall be not less than thirty (30) days from the date said notice is received. If this agreement is terminated by either party under the terms of this paragraph, the Veterinarian shall be paid the contract amount to compensate her for that portion of the work and services satisfactorily performed prior to the termination date. The amount to be paid under this paragraph shall be determined by the County after consultation with the Veterinarian.

c. Termination Due to Lack of Funds. In the event funds to finance this agreement become unavailable, the County may terminate this agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Veterinarian. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The County shall be the sole and final authority as to the availability of funds.

Section 8. 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 Veterinarian's representative are:

County: David R. Flagler, Director
Alachua County Animal Services
3400 NE 53rd Avenue
Gainesville, Florida 32609

Veterinarian: Jeni Bansel, DVM
2267 NW 17th Avenue
Gainesville, FL 32605

A copy of any notice hereunder shall also be sent to:

J.K. Irby
Clerk of the Circuit Court
Post Office Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

Section 9. Coordination. The services to be provided under this agreement shall be coordinated between the Veterinarian and David R. Flagler, Director, Alachua County Animal Services. The County's coordinator and the Veterinarian fully agree to maintain a close working relationship with each other in order to facilitate the productive and efficient operation of this agreement.

Section 10. Assignment of Interest. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 11. Laws and Regulations. The Veterinarian will comply with all laws, ordinances, and regulations applicable to the work required by this agreement. The Veterinarian is presumed to be familiar with all state and local laws, ordinances, and regulations that may in any way affect the work outlined in this agreement. If the Veterinarian is not familiar with state and local laws,

ordinances, and regulations, the Veterinarian remains liable for any violation and all subsequent damages or fines,

Section 12. Successors and Assigns. The County and Veterinarian 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.

Section 13. Collusion. By signing this agreement, the Veterinarian, declares that this agreement is made without any previous understanding, agreement, or connections with any persons, veterinarians or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 14. Conflict of Interest. The Veterinarian warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Veterinarian shall notify the County of any conflict of interest due to any other clients, contracts, or property interests. Employment at any other location, and the practice of veterinary medicine in any iteration, location, or capacity, will not be considered a conflict of interest at any time.

Section 15. Governing Law and Venue. This agreement shall be governed in accordance with the laws of the State of Florida. Venue is in Alachua County, Florida.

Section 16. 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.

Section 17. Project Records. The Veterinarian will retain all records regarding controlled/scheduled substances requisitioned using his/her DEA registration number relating to this agreement for five (5) years after the completion of all work is performed. The Veterinarian will make available to the County any and all records relating to this agreement for copying and inspection upon written request of the County. Furthermore, the Veterinarian will make any records relating to this agreement available to any state, federal or regulatory authorities who may wish to review, inspect or copy these records. All medical records (including written records, computerized records, rabies certificates, radiographs, etc.) are the property of the County and it is the County's responsibility to create, maintain, and retain such records.

Section 18. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Non Waiver. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

Section 20. Attachments. All Exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

Section 21. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

Section 22. 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.

Section 23. 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 for the uses and purposes therein expressed, on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid
County Manager

ATTEST:

_____
Witness

APPROVED AS TO FORM:

_____
County Attorney's Office

VETERINARIAN

By: _____
Jeni Bansel, DVM

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 3rd day of May, 2011, by Jeni S Bansel, who is personally known to me or who has produced FLDL as identification.

Judy Rimes NOTARY PUBLIC

My commission expires:
Commission No.

JUDY RIMES
MY COMMISSION # DD 849940
EXPIRES: January 7, 2013
Bonded Thru Notary Public Underwriters

* notarized for Jeni S Bansel only

#7627

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 2011

MEMORANDUM

To: Charlie Jackson, Facilities Manager
Facilities Management

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on June 17, 2011 & Received in Contracts June 20, 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.

ARCHITECT WLW

Professional Services Agreement to provide As-built drawing of the County's Administration Building
Term: June 17, 2011 – September 30, 2011
Amount: $8, 540.00 Not to Exceed **Account: 001-1812-519.31-08**

Please forward the document to the vendor and keep a copy for your files. Also enclosed 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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Architectural services to provide as As-built drawings of the County's Administration Building		
DEPARTMENT: Administrative	RETURN TO: Charlie R. Jackson	CONTACT: Charlie Jackson	
		PHONE: 352-374-5229	
DOCUMENT(S) REQUIRING ACTION: Professional Services Agreement between Alachua County Board of County Commissioners and ArchitectWLW		AMOUNT: $8,540.00	

EXECUTIVE SUMMARY:

One of the many duties of Facilities Management is to maintain construction documents for projects. This included construction drawings and all project related documentation. Facilities Management has determined that the County's administration building does not have a complete set of drawings as the building is currently built. This facility has been remodeled and modified on the interior as well as the exterior many times since being constructed in 1958. Without a thorough set of As-Built drawings, satisfying ongoing and future code requirements will be a challenge.

There is a great value in a quality set of as-built drawings, and once they are generated, the County will have them to work from for years to come.

BACKGROUND:

In 2010 Facilities Management realized the need for a complete set of As-built drawings of the Adminstration building. The Administration building was built in 1958 and over the years there has been countless renovations and modifications to the original building. Though Facilities Management has maintained all drawings for all alterations, renovations and modifications, there is not a complete set of As-built drawings for the entire building as it is currently built. These drawings will represent the actual built structure. Not as it was designed, but as it actually is today.

This contract will provide architectural services in which all areas will be measured to include walls, doors, windows, temporary partitions, ceiling plans HVAC grilles, access panels, exit lights, cameras and other devices. The end result is essentially a set of drawings that depict exactly what is there today. Plumbing, mechanical, electrical and structural elements that we can visually observe are all documented as well

ISSUES: If the County chose not to approve of this contract, Facilities will be faced with creating new plans for each project, further complicating and delaying the design process, which will result in an increase in future project costs.

ACTION

Recommendation: Execution of the Professional Services Contract to ArchitectWLW

BUDGETARY IMPACT

Recommendation: Sufficient funds exist in Facilities Management general fund

Funding Sources: Administrative Services/Facilities Management-General Fund

Associated Costs: None

Account Code: 001-1812-519-31-08

ATTACHMENTS: Professional Services Agreement between Alachua County Board of County Commissioners and ArchitectWLW

SUGGESTED REFERENCE MATERIAL:

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					6/17/11

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 17th day of June, 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 ArchitectWLW doing business at 400 Summerow Lane, Orlando, Fla hereinafter referred to as "Professional".

WITNESSETH

Whereas, the County desires to employ the Professional to provide services for providing "as built" drawing fop et Alachua County Administration Building located at 12 SE 1st Street, Gainesville, Florida, and.

Whereas, the Professional is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This Agreement is effective on the date executed by both parties and continues until acceptance by the County of the "as built" drawings but in any event no later than September 30, 2011. Unless earlier terminated as provide herein. This Agreement may be amended at the option of the County for additional periods at the terms and conditions contained in this Agreement.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Representations**. By executing this Agreement, the Professional makes the following express representations to the County:

   2.1. The Professional is professionally qualified to act as the professional for the Project and is licensed to practice Architectural by all public entities having jurisdiction over the Professional and the Project;

   2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Project until the Professional's duties hereunder have been full satisfied;

   2.3. The Professional has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

   2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, all contract plans and specifications, in such a manner that they shall be

accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

2.5. The Professional represents that the deliverables prepared by the Professional are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.

2.6. The Professional acknowledges that the County's review of the deliverables in no way diminishes the Professionals representations pertaining to the deliverables.

3. **Duties of the Professional**. The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Attachment "A"**

Duties of the County. The County shall have and perform the following duties, obligations, and responsibilities to the Professional:

1. Provide current drawings.
2. Provide access to the Building
3. Provide staff to assist the professional as needed

4. **Method of Payment**. For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Professional shall be paid in accordance with this section.

4.1. The Professional shall be paid for those services required by this Agreement not to exceed the sum of $8,540.00 allocated in the following manner:

4.1.1. Payment will be made upon delivery of two (2) sets of prints and related electronic files

4.1.2. No additional reimbursable expense will be paid under this agreement.

4.2. As a condition precedent for any payment, the Professional shall submit an invoice to the County requesting payment for services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit

invoices to the County at the following address:

Dept Director
Facilities Management
105 Se 1st Street, Suite 2B
Gainesville, Florida, 32601

4.3. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

4.4. The County shall make payment to the Professional, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

ArchitectWLW
400 Summerow Lane
Orlando, Fl 32890

5. Personnel.

5.1. The Professional will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

NAME	**FUNCTION**
William L Walker	*Principal*

5.2. So long as the individuals named above remain actively employed or able to be retained by the Professional, they shall perform the functions indicated next to their names. The Facilities Manager may authorize changes to this list in writing.

6. Notice. Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Professional's and County representative are:

Dept Director
Facilities Management
105 Se 1st Street, Suite 2B
Gainesville, Florida, 32601

ArchitectWLW
400 Summerow Lane
Orlando, Fl 32890
Attn: Walter L Walker

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Office of Management and Budget
105 Se 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

7. **Default and Termination.**

7.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Facilities Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.

7.2. The County may also terminate the Agreement without cause by providing written notice to the Professional. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Professional will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Professional recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

7.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the Professional. The County will be the final authority as to the availability of funds. The County will pay the Professional for all work completed prior to any notice of termination.

8. Project Records.

8.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Professional shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Professional's possession relating to this Agreement. Additionally, the Professional shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

8.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

8.3. During the term of this Agreement or license, Professional may claim that some or all of Professional's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Professional in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI".

8.4. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, and respond to, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court

costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

9. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

10. **Insurance**. The Professional will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "B".**

11. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

12. **Laws & Regulations**. The Professional will comply with all laws, ordinances and regulations, applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

    The County Recognizes that this is not a design project and is in no way intended to bring deficient work up to code.

13. **Indemnification**

    13.1. The Professional agrees to protect, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the County shall extend to any and all work performed by the Professional, its subprofessionals, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Professional.

13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Standard of Care**. The services of the Professional shall be performed with the skill and care which would be exercised by a qualified professional Architect performing similar service at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the Professional shall furnish, at his own cost and expense, the rework necessary to correct such deficiencies.

15. **Assignment of Interest**. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

16. **Successors and Assigns**. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

17. **Independent Professional or Consultant**. In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.

18. **Collusion**. By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest**. The Professional warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Prohibition Against Contingent Fees**. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

21. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

22. **Severability**. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

23. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

24. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

25. **Attachments** . All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

26. **Amendments** . The parties may amend this Agreement only by mutual written agreement of the parties.

27. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

28. **Counterparts**. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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

30. **Entire Agreement**. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

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

ALACHUA COUNTY, FLORIDA

By: _____

Randall H. Reid, County Manager

Date: 6/17/11

ATTEST:

_____

Witness to Mr. Reid

APPROVED AS TO FORM

_____

Alachua County Attorney's Office

(SEAL)

ARCHITECTWLW

By: William L. Walker

Print: William L. Walker

Title: President

Date: 5/13/11

STATE OF FLORIDA
COUNTY OF Orange
Sworn to (or affirmed) and subscribed before me this 13th day of May, by William Walker (name of person making statement).

(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identification ✓ DL
Type of Identification Produced

JOSHUA BOUSFIELD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #DD959264
MY COMMISSION EXPIRES
FEBRUARY 8, 2014

ATTACHMENT A: Scope Of Services

Proposal for Professional Services

ArchitectWLW, License No.AR-92707

To: Regina Bradley
Alachua County
Facilities Dep't
Gainesville, Fla.
March 13, 2011

Dear Ms. Bradley;

We are pleased to submit the following proposal for "as built" drawings of the Alachua County Administration building:

1. As-built floor plans of Basement, 1st, 2nd, 3rd and 4th floors to show permanent and flexible partitions, doors, windows, columns and column enclosures. Room numbers and department tags will be shown. Door sizes, swings lites and accessible doors with operators will be shown.
2. As-built Reflected Ceiling Plans (RCP's), complete with grids, lights, diffusers, grilles, access panels, ceiling heights above finish floors, bulkheads, fire sprinkler heads, exit lights, ceiling mounted cameras and other devices.
3. Roof Plan complete with equipment, drains, anchors, davits, fans, lightning protection, hatches, directions of slope, vents, etc.
4. Exterior Elevations, showing materials, fenestration (windows and doors, etc.) attached signs and lights, louvers, grilles, and permanently affixed elements.
5. Electrical plans, including circuiting of emergency lights, exit signs, telephone backboards and punch panels, etc.
6. Mechanical Plans, including one line duct diagrams, VAV boxes, thermostats, control devices and related components.

All work will be based upon documents provided to architect by owner, and by observation in the field as can be ascertained. Owner will provide access, provide staff members to remove ceiling tiles, disarm security devices, etc.

Total sum for the referenced work to be $8,540.00 as described in the attached spreadsheet. Optional additional services are listed for your consideration. Sum includes travel and 2sets of prints, along with electronic files.
Please contact me with any questions or comments.

Sincerely, *William L. Walker*

ArchitectWLW, License No. AR-92707

Author of "Water-Resistant Design and Construction".

400 Summerow Lane
Orlando, Florida, 32890
321-749-0304
ArchitectWLW@aol.com

ATTACHMENT : Insurance Requirements

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Professional or Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Professional or Consultant, his agents, representatives, employees or subcontractors or sub-consultants.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional or Consultant; products and completed operations of the Professional or Consultant; or automobiles owned, leased, hired or borrowed by the Professional or Consultant.

2 The Professional or Consultant's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Professional or Consultant's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Professional or Consultant for the County

D All Coverages

1 The Professional or Consultant shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBPROFESSIONAL OR CONSULTANTS

Professional or Consultants shall include all subcontractors as insured under its policies. All contractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

#7626

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 2011

MEMORANDUM

To: David Flagler, Animal Services
Public Works

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants & Contracts Approved by the County Manager on June 15, 2011 & Received in Contracts June 17, 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.

MYRICK, TECLA BYVOET, D.V.M.
Agreement for Veterinarian Services for the Animal Shelter
Term: June 1, 2011 – September 30, 2012
Amount: $50,000.00 Annual Compensation Not to Exceed
Account: 001-2500-562.34-99

Please forward the document to the vendor and keep a copy for your file.

Thank you for your assistance.

Enclosures

cc: F&A
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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement for veterinary services for Alachua County Animal Shelter		
DEPARTMENT: PW/Animal Services	**RETURN TO** David R. Flagler	**CONTACT:** David R. Flagler	**PHONE** 264-3890
DOCUMENT(S) REQUIRING ACTION:	Agreement between, Alachua County and Tecla Myrick, D.V.M for veterinary services for Alachua County Animal Shelter	**AMOUNT:**	$40/hr, NTE $50,000 annually

EXECUTIVE SUMMARY: Agreement providing for veterinary services to examine, treat, vaccinate and sterilize animals received at and adopted through the animal shelter. This Agreement is for the provision of these services until the services are no longer required.

BACKGROUND: Alachua County Animal Services receives approximately 7,500 companion animals each year at the animal shelter. Most of these animals are stray animals without owners that require basic medical examination and treatment during the time that they are sheltered. It is the goal of Animal Services to provide the necessary care of these animals and to attempt placement of the animals into new homes.

ISSUES: Cost of services provide under this agreement will not exceed $50,000 per year.

ACTION

Recommendation: Approve and sign the Agreement with Dr. Myrick for veterinary services for the Alachua County Animal Shelter.

BUDGETARY IMPACT

Recommendation:	The funding for this position will be taken from the salary of the Veterinarian position for Animal Services.
Funding Sources:	General Fund
Associated Costs	Medical supplies, pharmaceuticals, anesthetics are already budgeted.
Account Code:	001-2500-562.34-99

ATTACHMENTS: Agreement between Alachua County and Tecla Myrick, DVM.

SUGGESTED REFERENCE MATERIAL: 9&D. 6/6/11

DEPARTMENT DIRECTOR	CONTRACTOR	OMB	LEGAL	COUNTY MANAGER	DATE
					6/16/11

RECEIVED
JUN – 2 2011
BY:

AGREEMENT BETWEEN ALACHUA COUNTY
AND TECLA BYVOET MYRICK, D.V.M. FOR
VETERINARY SERVICES FOR THE
ALACHUA COUNTY ANIMAL SHELTER

THIS AGREEMENT, made and entered into this 31 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 Tecla Byvoet Myrick, D.V.M., hereinafter referred to as "Veterinarian";

WITNESSETH:

WHEREAS, the County is desirous of receiving the services of a licensed veterinarian to provide relief veterinary services for animals at the Alachua County Animal Shelter on an as needed basis; and,

WHEREAS, the Veterinarian is licensed to practice veterinary medicine in the State of Florida and is desirous of assisting the County in such matters;

NOW, THEREFORE, in consideration of the mutual benefits to flow to each other and the covenants and agreements hereinafter contained, the parties hereto agree as follows;

Section 1. Scope of Services. The County agrees to engage the Veterinarian, and the Veterinarian hereby agrees to perform in a good and professional manner, all veterinary duties and services assigned by the County as

enumerated below only when present at the facility and scheduled to work. The services may only be amended, extended, or modified in accordance with Section 9 and Section 21 of this agreement. Unless subsequently modified, the Veterinarian will perform only the following services:

a. Perform surgical procedure in accordance with Section 823.15, Florida Statutes, to sterilize each male cat, female cat, male dog, female dog.In addition, neutering procedure will include the requirement to sterilize puppies and kittens as young as six (6) weeks of age. Surgery will be done only if the Veterinarian deems the animal is healthy enough.

b. Decapitation of rabies suspect animals when the Veterinarian is present and scheduled to work.

c. Diagnosis or treatment of sick or injured animals received at the facility is at the sole discretion of the Veterinarian only. No animal in the Alachua County Animal Shelter will be medically treated (or the existing medical treatment altered) in any way without approval by a veterinarian.

d. Follow-up treatment on animals with complications relating to surgery when the Veterinarian is present and scheduled to work.

e. Perform health evaluation and other routine veterinary services on animals received at the facility when the Veterinarian is present and scheduled to work.

f. Testify or provide litigation assistance to the County. The Veterinarian will be compensated at the contract rate for the time spent in preparation and in court.

g. Perform any other veterinary-related duties and services as required by the County, by law, or regulation for the continued provision of veterinary care for animals at the facility when scheduled to work in the facility, or when the Veterinarian voluntarily agrees to work on an emergency basis. The Veterinarian shall make the final determination as to any medical treatment or surgical procedure necessary to be performed on any animal in the Alachua County Animal Shelter. The County reserves the right to stop treatment and require euthanasia on any animal at any time.

h. The schedule of working days/hours will be decided jointly by the County and the Veterinarian on a continuing basis. The schedule will be provided not less than 2 weeks in advance of the working period. At his/her discretion, the Veterinarian may make him/herself available above and beyond the written schedule.

In connection with the services performed by the Veterinarian, the County agrees to provide the following:

(1) Shared office space for the Veterinarian at the County Animal Services facility.

(2) Drugs, equipment, and necessary supplies. Drugs that are listed as controlled or scheduled by the DEA are to be locked away.

Generally, The only person with access to those drugs will be the Veterinarian. If medication is necessary for the capture of fractious animals and/or the euthanasia of an animal, and the Veterinarian is not available, the Animal Services Director will have access to the latter drugs on an emergency basis only. The controlled/scheduled drugs will be reconciled by the Veterinarian on a weekly basis with the controlled drug log. If there is any discrepancy, the Veterinarian reserves the right to secure any controlled/scheduled medications ordered with their DEA registration and disallow use by any other party. The County agrees to order supplies deemed necessary by the Veterinarian within medical reason.

(3) Processing of the necessary paper work on each animal treated at the facility.

(4) Appropriately trained support personnel to assist with surgical, diagnostic, and treatment procedures. Though the personnel will be overseen and utilized on a day-to-day basis by the Veterinarian as he/she see fit, this personnel will be hired and managed by the County.

Section 2. Term. This agreement shall begin on June 1, 2011, and continue through and including September 30, 2012.

Section 3. Compensation. For all services actually, timely and faithfully performed, the Veterinarian will be paid as follows:

a. The Veterinarian shall be compensated at a daily rate not to exceed $40.00 per hour and shall be invoiced in increments of quarter hours, rounding up to the nearest quarter hour (0.25, 0.50, 0.75, and 1.0).

b. Total annual compensation paid to Veterinarian under this Agreement shall not exceed $50,000.

c. As a condition precedent for any payment, the Veterinarian shall submit monthly, or more frequently if request by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Veterinarian's invoice shall be accompanied by a time sheet with a basic description of services rendered and total time required to do such services, but not before the previous invoice has been paid in full by the County. Each invoice shall bear the signature of the Veterinarian, which signature shall constitute the Veterinarian's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this agreement, that the services provide have served a public purpose, that all obligations of the Veterinarian covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Veterinarian that payment of any portion thereof should be withheld. Submission of the Veterinarian's invoice for final payment shall further constitute the Veterinarian's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Veterinarian to others, including its consultants, incurred in connection with the services, will be paid in full. The Veterinarian shall submit invoices to the County at the following address:

Alachua County Animal Services
Accounts Payable
3400 NE 53rd Avenue
Gainesville, Florida 32609

d. The County shall make payment to the Veterinarian, of all sums properly invoiced under the provisions of paragraph c, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes. Payments shall be made to the following address:

Tecla Byvoet Myrick, DVM
1726 SW 82nd Drive

Gainesville, FL 32607

e. The Veterinarian shall not be reimbursed for out of pocket expenses.

Section 4. Independent Contractor. In the performance of this agreement, the Veterinarian will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture or associate of the County. The Veterinarian shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Veterinarian in the full performance of this. As an independent contractor, Veterinarian shall not be responsible for the means, methods, techniques, sequences, and procedures utilized by any other independent contractor or person/persons otherwise employed by the County, unless specifically under the direct supervision of the Veterinarian and the Veterinarian's directives are executed faithfully. Veterinarian, nor anyone employed by Veterinarian shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

Section 5. Insurance.

a. The Veterinarian shall provide and maintain, at her own expense during the term of this agreement, a policy or policies of professional liability insurance. Coverage must be afforded, under an "occurrence" form policy or "claims made" form in limits not less than $300,000.00. It is required that Professional Liability Insurance coverage be provided for all acts and omissions (by

Veterinarian only) that occur during the term of this agreement and shall insure only the Veterinarian against any and all claims which may arise out of or in connection with the performance of any services pursuant to this agreement. If this coverage is written on a claims made form, proof of extended reporting period coverage is required. Said professional liability insurance shall be in full force and effect for the entire duration of this agreement, including any extensions or renewals thereof.

b. The Veterinarian shall provide the County with a certificate of insurance or photocopy of the active insurance policy, within ten (10) days after this agreement is executed.

c. If the initial insurance expires prior to the completion of the work, a renewal certificate shall be furnished thirty (30) days prior to the date of expiration.

Section 6. Indemnification. The Veterinarian will indemnify and hold the County, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees and other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, unless illegal, in connection with or arising directly or indirectly out of this agreement or the performance hereof. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of the Veterinarian, the Veterinarian will defend such allegations through counsel provided by his/her liability insurance. Furthermore, the Veterinarian will be responsible for all costs, fees and expenses of

any defense including but not limited to, all attorney's fees and expenses, court costs, and expert witness fees and expenses only if the liability is found to be the Veterinarian's. The County will indemnify and hold the Veterinarian free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees and other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, unless committed by the Veterinarian, in connection with or arising directly or indirectly out of this agreement or the performance hereof. This indemnification provision will survive the termination of this agreement.

Section 7. Termination:

a. Termination for Cause. If the Veterinarian fails to fulfill her obligations under this agreement in a timely and satisfactory manner, or if the Veterinarian breaches any of the provisions, covenants, or stipulations under this agreement, then the County shall have the right to terminate this agreement by giving the Veterinarian written notice of termination at least fifteen (15) days before the effective date of termination. The written notice shall state the cause(s) and specify the time allotted for correction of the cause(s). In the event the Veterinarian fails or is unable to correct the cause(s) within the time frame, the County shall be liable to pay the Veterinarian for any services satisfactorily rendered prior to the effective date of the termination under this paragraph. 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.

b. Termination without Cause. The County or the Veterinarian may terminate this agreement at any time by giving written notice to the other specifying the termination date, which shall be not less than thirty (30) days from the date said notice is received. If this agreement is terminated by either party under the terms of this paragraph, the Veterinarian shall be paid the contract amount to compensate her for that portion of the work and services satisfactorily performed prior to the termination date. The amount to be paid under this paragraph shall be determined by the County after consultation with the Veterinarian.

c. Termination Due to Lack of Funds. In the event funds to finance this agreement become unavailable, the County may terminate this agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Veterinarian. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The County shall be the sole and final authority as to the availability of funds.

Section 8. 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 Veterinarian's representative are:

County: David R. Flagler, Director
Alachua County Animal Services
3400 NE 53rd Avenue
Gainesville, Florida 32609

Veterinarian: Tecla Byvoet Myrick, DVM
1726 SW 82nd Drive
Gainesville, FL 32607

A copy of any notice hereunder shall also be sent to:

J.K. Irby
Clerk of the Circuit Court
Post Office Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

Section 9. Coordination. The services to be provided under this agreement shall be coordinated between the Veterinarian and David R. Flagler, Director, Alachua County Animal Services. The County's coordinator and the Veterinarian fully agree to maintain a close working relationship with each other in order to facilitate the productive and efficient operation of this agreement.

Section 10. Assignment of Interest. Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

Section 11. Laws and Regulations. The Veterinarian will comply with all laws, ordinances, and regulations applicable to the work required by this agreement. The Veterinarian is presumed to be familiar with all state and local laws, ordinances, and regulations that may in any way affect the work outlined in this agreement. If the Veterinarian is not familiar with state and local laws,

ordinances, and regulations, the Veterinarian remains liable for any violation and all subsequent damages or fines,

Section 12. Successors and Assigns. The County and Veterinarian 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.

Section 13. Collusion. By signing this agreement, the Veterinarian, declares that this agreement is made without any previous understanding, agreement, or connections with any persons, veterinarians or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 14. Conflict of Interest. The Veterinarian warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Veterinarian shall notify the County of any conflict of interest due to any other clients, contracts, or property interests. Employment at any other location, and the practice of veterinary medicine in any iteration, location, or capacity, will not be considered a conflict of interest at any time.

Section 15. Governing Law and Venue. This agreement shall be governed in accordance with the laws of the State of Florida. Venue is in Alachua County, Florida.

Section 16. 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.

Section 17. Project Records. The Veterinarian will retain all records regarding controlled/scheduled substances requisitioned using his/her DEA registration number relating to this agreement for five (5) years after the completion of all work is performed. The Veterinarian will make available to the County any and all records relating to this agreement for copying and inspection upon written request of the County. Furthermore, the Veterinarian will make any records relating to this agreement available to any state, federal or regulatory authorities who may wish to review, inspect or copy these records. All medical records (including written records, computerized records, rabies certificates, radiographs, etc.) are the property of the County and it is the County's responsibility to create, maintain, and retain such records.

Section 18. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Non Waiver. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non compliance.

Section 20. Attachments. All Exhibits attached to this agreement are incorporated into and made part of this agreement by reference.

Section 21. Amendments. The parties may amend this agreement only by mutual written agreement of the parties.

Section 22. 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.

Section 23. 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 for the uses and purposes therein expressed, on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Randall H. Reid
County Manager

ATTEST:

_____
Witness

APPROVED AS TO FORM:

_____
County Attorney's Office

VETERINARIAN

By: _____
Tecla Byvoet Myrick, DVM

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 31st day of May, 2011, by Randall H. Reid, who is personally known to me or who has produced _____ as identification.

_____ NOTARY PUBLIC

My commission expires:
Commission No.

Notary Public State of Florida
David R Flagler
My Commission DD874649
Expires 06/07/2013

#7630

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 30, 2011

MEMORANDUM

To: Karen Gerding
Administrative Services

From: John Johnson, Grants/Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on June 30, 2011 & Received in Contracts June 30, 2011**

Enclosed please find two originals of the document referenced below which was approved by the County Manager on the date referenced above. Also attached is a copy of the Green Sheet.

FLORIDAWORKS
Youth Employment Program Worksite Agreement
Term: July 1, 2011– June 30, 2012
Amount: N/A Account: N/A

Please forward the two originals to the vendor for signature and return one fully-executed original to me.

Thank you for your assistance.

Copy: File

JDJ/amp

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@alachua.fl.us ■ Home Page: www.alachua.fl.us

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION: FLORIDAWORKS YOUTH EMPLOYMENT PROGRAM WORKSITE AGREEMENT

DEPARTMENT:	**RETURN TO**	**CONTACT:** Karen Gerding
Admin. Svcs./ HR	Karen Gerding	**PHONE #:** x6165

DOCUMENT(S) REQUIRING ACTION:	FloridaWorks Youth Employment Program Worksite Agreement	**AMOUNT:** N/A

EXECUTIVE SUMMARY:

The Youth Employment Program provides summer employment for students between the age of 14 and 24, by placing the students at work sites where they perform work in exchange for training and supervision with the goal of preparing the students for entering the workforce.

BACKGROUND:

FloridaWorks contacted County Human Resources staff to request placement of students at County sites. There is no financial obligation by the County; 100% of the employment costs are paid by the Youth Employment Program. County supervision of participants qualifies as in-kind contribution for this program. The County is obligated to provide meaningful work and training to the high school students.

ISSUES: None identified.

ACTION

Recommendation: Approve the agreement and participation in the program.

BUDGETARY IMPACT

Recommendation:	No budgetary costs incurred.
Funding Sources:	n/a
Associated Costs	n/a
Account Code:	n/a

Attachments:	FloridaWorks Youth Employment Start Program Worksite Agreement
Suggested reference material:	

DEPARTMENT DIRECTOR 6/22/11	CONTRACTS	OMB	LEGAL	COUNTY MANAGER DATE
				6/30/11

RCVD AM11:11 06/22/11

FloridaWorks

Alachua/Bradford • A Community Partnership

www.FloridaWorksOnline.com

FLORIDAWORKS YOUTH EMPLOYMENT PROGRAM WORKSITE AGREEMENT

The Alachua/Bradford Regional Workforce Board d/b/a FloridaWorks whose address is 4800 SW 13th Street, Gainesville, FL 32608 ("FW"), and the Alachua County Board of County Commissioners whose address s 12 SE 1st Street, Gainesville, FL 32601 (the "Agency"), agree to the following terms of this "Agreement". FW and the Agency each is sometimes referred to in this Agreement as a "Party" and together are sometimes referred to in this Agreement as the "Parties".

1. Program Overview

The Summer Youth Employment Program ("Program") provides subsidized (paid) work experience, which may include training, for participants referred by FW to the Agency. Work experience introduces participants to age appropriate activities with the rigors, demands, rewards, and sanctions associated with performing and keeping a job. Under the Agency's guidance and supervision, the Agency agrees to provide the participant with meaningful training and work experience that prepares the participant to be successful in the job. **FW and the Agency agree that no employer-employee relationship is created or exists between the Agency and the participant while the participant is engaged in the Program. A participant in the Program shall be deemed an employee of the State of Florida for purposes of workers compensation coverage. In determining the average weekly wage, all remuneration received from the Agency shall be considered a gratuity, and the participant shall not be entitled to any benefits otherwise payable under s. 440.15, regardless of whether the participant may be receiving wages and remuneration from other employment with another agency and regardless of his or her future wage earning capacity.**

2. Period of Agreement

This Agreement, # SYEP 11 -_____, shall begin on July 1, 2011 and end on June 30, 2012. No participant shall begin their work experience until this Agreement is signed by the Agency and FW.

3. Work Experience Period and Limitations

Participants may work or receive training for a maximum of 35 hours/week and no more than 100 total hours during the term of this Agreement.

4. Responsibilities of Agency

The following are responsibilities of the Agency. The Agency accepts and agrees that for those eligible FW participants who are selected and referred to the Agency by FW, the Agency shall:

A. Complete the Job Request Form provided to the Agency by FW. When the completed Job Request Form is accepted by FW, it shall become a part of this Agreement.
B. Notify FW immediately if any participant referred by FW would be directly supervised by a member of the participant's immediate family.
C. Assign worthwhile and meaningful work to participants during the entire time they are at the work site in accordance with the approved job/training description(s). Duties other than those in the approved job/training description(s) must be previously agreed upon by the Agency and FW.
D. Provide continuous on-site supervision and training of participants at a ratio of no more than ten (10) participant(s) to one (1) Agency supervisor.
E. Ensure its work site supervisory personnel are aware of and able to meet the Agency's responsibilities and obligations under this Agreement.
F. Notify FW immediately of any changes in the Agency's personnel who will be supervising the participant(s).

G. Be accountable for maintaining each participant's time sheet, supervising the proper completion of time sheets by each participant, approving participant time sheets, submitting the timesheets to FW on a mutually agreed upon schedule, and adhere to FW's payroll procedures specified in the Program materials provided by FW to the Agency.
H. Require participant's to observe the Agency's Personnel Rules of Conduct such as dress code, attendance, timeliness, performance, safety, conduct, parking, work site behavior, etc.
I. Ensure that participant work sites are sanitary and safe environments in accordance with applicable health and safety laws, rules, and standards established by Federal, State, and local governments and applicable to the Agency's business.
J. Ensure that the participant receives training in the use of all required safety supplies and equipment and that these supplies and equipment are used in the proper manner for the intended use and in accordance with all laws, including child labor laws where applicable.
K. Conform to normal routines and functions consistent with a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.
L. Inform FW immediately should an accident or injury occur at the work site affecting or involving a participant. The Agency will require the participant to complete a Florida Department of Financial Services, Division of Workers Compensation First Report of Injury form as soon as the participant is able to do so.
M. Promptly telephone FW at 352.244.5147 of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 clock hours of when the problem or concern is identified.
N. Not discriminate against any prospective participant or assigned participant because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, creed or marital status.
O. Ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
P. Ensure that the following general working conditions are complied with:
    1) This work experience position(s) shall result in an increase in the Agency's level of employment and in no circumstances shall it result in the displacement of current employees or the freezing of the hiring of new employees in anticipation of this work experience participant;
    2) There shall be no displacement or partial displacement (reduction of hours worked, wages or employment benefits) of currently employed workers nor replacement of laid-off workers by the work experience participant(s);
    3) The use of participants will not infringe on the promotional opportunities for Agency employees; and
    4) Participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, lunch, etc. as other current employees;
Q. Warrant that participants will not be employed at a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
R. Ensure that participants will not be employed in the building, operating, or maintaining of any part of any building which is used for sectarian instruction or as a place of worship.
S. Ensure that this Agreement will not affect existing contracts for services or a collective bargaining agreement between the Agency and other parties, nor will this Agreement assist, promote or deter union organization.
T. Ensure that a work experience participant will not assist with political or lobbying activities or any activity designed to influence legislation or appropriation pending before the Congress of the United States.
U. Not subcontract, assign or transfer any rights or responsibilities under this Agreement or any portion thereof without the prior written approval of FW.
V. The Agency shall notify FW of any changes to the required work hours, job description, if the work has been completed, and if the work experience is at an end.
W. Immediately notify FW in writing of any actions, suits, claims or grievances filed against the Agency, FW, The State of Florida, federal officials or participants that in any way relates to this Agreement.
X. Allow FW, the Governor of the State of Florida, or any of its agents and/or subcontractors, and the US Department of Labor (USDOL) access to the Agency's work site(s) at all reasonable hours for such purposes as monitoring the program, counseling the participants, etc.
Y. Adhere to all employment and applicable child labor laws. See: http://www.youthrules.dol.gov/about.htm.
Z. Maintain the confidentiality of any information regarding participants or their immediate families that may be obtained from forms, discussions or other sources. Such information shall be divulged only as necessary for purposes related to the performance of this Agreement or as otherwise required by law. Regardless of any conflicting language that may be contained elsewhere in this Agreement, each Party retains the right to (1) disclose any information without notice as required by Chapter 119, Florida Statutes, and 2) retain copies of documents in accordance with Florida Law.
AA. Consider all work experience participants for any unsubsidized job openings which may occur with the Agency, if participants apply for and meet the necessary qualifications for a specific job opening.

BB. Maintain all records and files pertaining to the operation of this Agreement for five (5) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, incident reports, performance reviews, etc.

5. Responsibilities of FW

FW, and its designee/subcontractor, accept and agree that it shall:

A. Recruit, select and refer participant(s) eligible for this work experience program to the Agency.
B. Assist the Agency's work site supervisor in resolving any problems regarding the participants' performance at the work site.
C. Respond to all grievances concerning the participant in accordance with FW grievance procedures.
D. Provide case management and supportive services to participants as the need is identified and Program budget allows.
E. Be responsible for distributing participant paychecks dependent on Agency's timely submission of properly completed and signed timesheets.
F. Be responsible for referring eligible participants to the Agency and paying participants for all actual hours worked. Participants shall only be paid for actual hours worked.
G. Not provide any benefits to participants other than those specified in this Agreement unless otherwise required by the Program.
H. Monitor the activities under this Agreement at the work site(s) at reasonable hours and as frequently as FW may deem necessary in order to assure the work experience is constructive for the participant and that all provisions of this Agreement are being carried out.
I. Require corrective action within specified time periods by the Agency or remove participants from work sites without prior notice other than a written notification to be delivered to the Agency at the time of the participant's removal. This action may be taken when FW, the Governor of the State of Florida or USDOL find, at their sole discretion, serious or continual violations of rules or laws, where violations are not being remedied, or where FW, the Governor of the State of Florida or USDOL find noncompliance on any of the terms or conditions of this Agreement.
J. Furnish the Agency with Program materials that contains all relevant procedures, forms, etc. that FW deems necessary.

6. Liability

Each party shall be solely responsible for the negligent or wrongful acts of their employees, agents, and contracted service providers. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, or the provisions of 768.28, Florida Statutes or the limits of liability therein.

7. Changes to the Agreement

To be effective, any changes to this Agreement shall be in writing, signed, and dated by the Parties.

8. Termination

This Agreement may be terminated by:

A. Either Party may terminate this Agreement for convenience upon fifteen (15) days prior written notice to the other Party, or
B. FW may instantly terminate this Agreement if during the term of this Agreement, the U.S. Government, its agencies or subdivisions, or the State of Florida cancels, fails to fund or otherwise terminates or negates the grant(s) that enable this Agreement. In the event of instant termination, FW will notify the Agency by facsimile or any other reasonable method of prompt written notification.

9. Notices

All notices under this Agreement shall be in writing and delivered by certified mail/return receipt requested, with postage prepaid or by a reputable overnight courier service or by personal delivery with signed proof of receipt. Notices shall be deemed given upon mailing or upon deposit with a reputable overnight carrier, or upon personal delivery. Either Party may change the address to which notices are required to be sent by giving notice of such change in the manner herein prescribed to the other Party. All notices shall be deemed to have been received on the third (3rd) working day after being mailed in accordance with this paragraph, or one (1) working day after being sent by overnight courier, or upon personal delivery, except that any notice of a change of address shall be effective only upon actual receipt. For purposes of this Agreement, a "working day" means any day of the year except a Saturday, Sunday, or Alachua County holidays on which the Alachua County administrative offices are closed.

As to FW:

Mr. Paul Kersenbrock, Director of Workforce Operations
Alachua/Bradford Regional Workforce Board
4800 S.W. 13th Street
Gainesville, FL 32608
Telephone Number: 352.244.5131
Facsimile Number: 352.244.5931
Email: pkersenbrock@floridaworksonline.com

As to the Agency:

Mr. Randall H. Reid, County Manager
Alachua County Board of County Commissioners
12 SE 1st Street
Gainesville, FL 32601
Telephone Number: 352.374.5219
Facsimile Number: 352.374.5233
Email: kbb@alachuacounty.us

10. Governing Law and Jurisdiction
The Parties agree that Alachua County, Florida, shall be the venue of any legal action between the Parties, and that this Agreement shall be read, interpreted, and construed in accordance with the laws of the State of Florida.

11. Mediation
In the event of any dispute between the Parties arising out of or in any way related to this Agreement or its performance, prior to and as a condition precedent to either Party filing suit or seeking any adjudicatory remedy other than emergency injunctive relief, the Parties agree to attempt to resolve their differences through mediation. Such mediation shall be conducted by a mutually agreeable Florida Supreme Court Certified Circuit Civil Mediator. Mediation will occur in Alachua County, Florida. If either Party refuses to mediate, the other Party may file a petition with a court of competent jurisdiction to specifically enforce this covenant. The expenses of such mediation shall be shared equally by the Parties.

12. Cumulative Rights and Remedies
All rights and remedies accruing to the Parties under this Agreement are cumulative. The Parties may pursue these rights in any order that the Parties desire and that the law permits, without being compelled to resort to any one remedy before another, and without waiving its right to seek any other remedy available to it. This paragraph does not supersede the obligations to conduct a pre-suit mediation as required by paragraph 11 of this Agreement.

13. Force Majeure
The Parties shall not be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to a natural disaster, or other similar event outside the control and not the fault of the affected Party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this Agreement. The Party so affected shall immediately give notice to the other Parties of the Force Majeure Event. Upon such notice, all obligations of the affected Party under this Agreement that are reasonably related to the Force Majeure Event shall be suspended, and the affected Party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this Agreement.

14. Debarment
FW represents and warrants to Agency that FW, its owners, officers, directors, employees, and agents (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C §1320a-7b(f) (the "Federal Health Care Programs"); (ii) have not been convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in their being excluded from participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the term of this Agreement and FW shall immediately notify Agency of any change in the status of the representation and warranty herein. Any breach of this provision shall give Agency the right to terminate this Agreement for cause as of the date of breach or subsequently in its sole discretion.

15. Entire Agreement
This Agreement and any documents incorporated herein by reference constitute the entire Agreement between the Parties hereto. , No representation, modification or amendment hereto whether written or oral, shall be effective unless it is in writing and signed by the Parties.

16. Counterparts to this Agreement

As between Agency and FW, this Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original but both of which shall constitute one and the same instrument. This Agreement may be executed by facsimile or scanned signature, and each such facsimile signature or scanned signature shall be deemed to be an original. If this Agreement has been executed by one Party, it shall only be open for acceptance and execution by the other Party for twenty (20) calendar days following the date of the signature of the first Party. FW's Administrative Entity will furnish Agency with one of the two (2) fully executed counterparts.

IN WITNESS THEREOF, the Parties have set their hands and seals below and submit that they have the legal authority to commit the Parties to this Agreement.

Alachua County Board of County Commissioners	The Alachua Bradford Regional Workforce Board d/b/a FloridaWorks
Signature	Signature
Randall H. Reid	
Typed Name	Typed Name
County Manager	
Typed Title	Typed Title
59-6000501	
Federal ID #	

APPROVED AS TO FORM:

ALACHUA COUNTY ATTORNEY

#7618

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 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 June 15, 2011 & Received in Contracts June 17, 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.

GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY
Tourist Development Tax Grant Program – Installation of Visit Gainesville signs onto Way Finding signs
Term: June 15, 2011 until completed
Amount: $10,000.00
Account: 150-4510-552.48-50

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.

Once Project is completed, please submit a Letter of Completion to this office to close out this contract.

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement with the Gainesville Community Redevelopment Agency for the installation of Visit Gainesville signs onto Way Finding signs

DEPARTMENT:	**RETURN TO**	**CONTACT:** John Pricher
Tourist	Tourist	**PHONE** 374-5260

DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	**AMOUNT:** $10,000.00

BACKGROUND:

The CRA and City Public Works Department are installing way-finding signs in 11 locations in the downtown area. These signs are intended to assist visitors with locating various public facilities, government offices, parking structures, and neighborhoods. The signs are to be constructed of black aluminum and mounted on black poles on public property. In February 2011, CRA project manager met with the VCB Executive Director to discuss a defined value funding partnership. The outcome of the meeting was VCB committing $10,000.00 to the way-finding project and the CRA adding small signs with the Visit Gainesville logo and Quick Response patch. The project is scheduled to be installed beginning in late May and is expected to be completed in June 2011.

The cost of the project will be $5,500 in FY 11 and $4,500 in FY 12.

ISSUES:

ACTION

Recommendation: County Manager sign agreement

BUDGETARY IMPACT

Recommendation:	Money already budgeted
Funding Sources:	Tourist Tax
Associated Costs	None
Account Code:	150-4510-552-48-50

ATTACHMENTS:	Agreement with Gainesville Community Redevelopment Agency for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					6/15/11

AGREEMENT BETWEEN
THE GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY AND ALACHUA COUNTY FOR WAYFINDING SIGNAGE

THIS AGREEMENT is made as of this 15th day of June, 2011, between the **Gainesville Community Redevelopment Agency** (the "CRA"), a public body corporate and politic, whose address is 802 NW 5th Avenue, Gainesville Florida 32601 and **Alachua County**, a charter county and political subdivision of the State of Florida, (the "County"), whose address is 12 SE 1st Street, Gainesville, Florida 32601.

WHEREAS, in cooperation with the City of Gainesville, the CRA is installing wayfinding signs to assist visitors to the area with finding destinations within the CRA Redevelopment Areas (the "Wayfinding Sign Project"); and

WHEREAS, the Alachua County Visitors and Convention Bureau (the "VCB"), a County Department, desires to include VCB informational signage on the wayfinding signs and to assist the CRA with funding the Wayfinding Sign Project.

NOW THEREFORE, the CRA and County agree to the following:

1. The Wayfinding Sign Project shall include a minimum of 10 wayfinding signs to be located in the Downtown Redevelopment Area in such locations as selected by the CRA. The CRA will install the "Visit Gainesville.com" signage as depicted and described in Exhibit "A" to this Agreement (the "VCB Signage") on the 10 wayfinding signs. The wayfinding signs and VCB Signage shall be installed by the CRA within 12 months of the date of this Agreement.

2. This Agreement is contingent on the CRA obtaining all necessary governmental approvals and permits for the Wayfinding Sign Project and the VCB Signage. In the event such approvals are not granted, this Agreement shall be deemed terminated, with no further liability or recourse for either party.

3. The County shall compensate the CRA for the Wayfinding Sign Project and VCB Signage in the amount of ten thousand dollars ($10,000.00) as follows:

    a. $500.00 in Fiscal Year 2011 upon completion of design of the VCB Signage;
    b. $5,000.00 in Fiscal Year 2011 upon completion of fabrication of the wayfinding signs and VCB Signage and receipt by the CRA of fabricator's invoice; and
    c. $4,500 in Fiscal Year 2012 upon installation of the 10 wayfinding signs and VCB Signage and receipt by the CRA of installer's invoice.

4. The CRA shall invoice the County for the amounts due as described in Section 3. Payment shall be due within 30 days of County receiving the CRA invoice. The County shall make payment via electronic funds transfer to the CRA.

    The CRA shall send invoices to:

Mr. Roland Loog
Executive Director
Alachua County Visitors and Convention Bureau
30 East University Avenue
Gainesville, FL 32601

5. This document constitutes the entire agreement between the CRA and County. Any amendments shall be in writing and executed by both parties prior to becoming effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to the Agreement must be brought and heard in Alachua County, Florida.

6. Nothing in this Agreement shall be interpreted as a waiver of the sovereign immunity of the CRA or the County pursuant to Florida law.

7. This Agreement shall terminate upon the complete performance by the parties of their respective obligations as set forth herein.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

As Witnessed By:

_____

FOR ALACHUA COUNTY:

_____
Randall H. Reid, County Manager
Date: 6/15/11

APPROVED AS TO FORM

_____
Robert Livingston IV, Asst. County Attorney

As Witnessed By:

Helen Harris

FOR GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY:

_____
Russ Blackburn, Executive Director
Date: 5-25-11

APPROVED AS TO FORM AND LEGALITY

_____
Nicolle Shalley, CRA Attorney

EXHIBIT A

VisitGainesville.com Signage

-Base sign 6 x 10 inches - 1/4 inch aluminum black powder coated to match Wayfinding Signs.

-Two signs per Wayfinding Pole - back to back. No signs at Location 4 (median at SE Garage) - 10 total.

-Font to be Garamond. Letters to be highly reflective vinyl.

-Attach to pole with black strap Blue ring marks approximate location of fastener

-Quick Response Code Patch to be supplied by Alachua County Visitors & Convention Bureau, contact Roland Loog (352) 374-5260 and placed by Festival Signs. Q-R Code size will not exceed 2" x 2" inches. Placement of copy and fastener may be adjusted to accommodate size of patch

Arnall Downs
2250 NW 8th Avenue
Gainesville FL 32603
(352) 373-2923

Revised 7 April 2011

#7619

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 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 June 15, 2011 & Received in Contracts June 17, 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 CME

Tourist Development Tax Grant Program – 1st Gainesville "Hot Seats" Course being held February 23 – 27, 2011
Term: October 1, 2010 – September 30, 2011
Amount: $2,682.00
Account: 005-4530-552.82-14

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
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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement with the University of Florida CME for the 1st Gainesville "Hot Seats"		
DEPARTMENT: Tourist	RETURN TO: Tourist	CONTACT: John Pricher	
		PHONE: 374-5260	
DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	AMOUNT: $2,682.00	

BACKGROUND:

This agreement is with the University of Florida CME for the 1st Gainesville "Hot Seats" Course. 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:	005-4530-552-8214

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE

TOURIST DEVELOMENT TAX GRANT PROGRAM
AGREEMENT

This agreement is entered into this 15th day of June, 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 University of Florida CME doing business at P.O. Box 100233, Gainesville, Florida 32610-0233, hereinafter referred to as "Agency".

WITNESSETH

Whereas, the Agency has proposed to provide the 1st Gainesville "Hot Seats" Course being held February 23, 2011 to February 27, 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 the 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 **Two Thousand Six Hundred Eight Two Dollars ($2,682.00)** upon completion of the 1st Gainesville "Hot Seats" Course being held February 23, 2011 to February 27, 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:

University of Florida CME
P. O. Box 100233
Gainesville, FL 32610-0233

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:

Walter E Drane, MD
University of Florida Mathematics Department
P. O. Box 100233
Gainesville, FL 32610-0233
Phone: 352-265-0291

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.

Either party may terminate the agreement without cause by first providing at least seven days written notice to the other 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** - Each party shall be solely responsible for the negligent or wrongful acts of their 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.

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: 6/15/11

ATTEST (Agency)

By: Mercedes A Bongiovanni
Print: MERCEDES S. Bongiovanni
Title: Const. COORD II

University of Florida CME

By: Carolyn T. Wimmer
Print: CAROLYN T. WIMMER
Title: Purchasing Coordinator II

University of Florida
Purchasing Division
PO Box 115250
Elmore Hall, Room 102
Gainesville, Florida 32611-5250

Date: 2-15-11 Date: Feb. 15, 2011

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
Registration Fees	$120,000
Total of other funding sources	$120,000

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.

Corporation: _____

Event: _____

Event Dates: _____

Official Signature: _____

	TDC FUNDS	CASH	IN-KIND	TOTAL
PRINTING		$1,500		
POSTAGE	$0			
MEDIA/ADVERTISING/PROMOTION	$0			
LOCAL TRANSPORTATION	$0			
TRAVEL EXPENSES - for Speakers	$0	$1,500		
REGISTRATION	$0			
RENTAL OF FACILITY	$5,364	$14,636		
List any other expenses below				
Syllabus Preparation		$1,050		
Misc Equipment	$0	$1,000		
TOTAL	**$5,364**	**$19,686**		

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

#7620

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 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 June 15, 2011 & Received in Contracts June 17, 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 CME
Tourist Development Tax Grant Program – 2nd Gainesville "Hot Seats" Course being held March 9 – 13, 2011
Term: October 1, 2010 – September 30, 2011
Amount: $10,000.00
Account: 005-4530-552.82-14

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
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COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement with the University of Florida CME for the 2nd Gainesville "Hot Seats" Course

DEPARTMENT:	RETURN TO	CONTACT: John Pricher
Tourist	Tourist	PHONE 374-5260

DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	AMOUNT: $10,000.00

BACKGROUND:

This agreement is with the University of Florida CME for the 2nd Gainesville "Hot Seats" Course. 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:	005-4530-552-8214

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					12/1/11

TOURIST DEVELOMENT TAX GRANT PROGRAM
AGREEMENT

This agreement is entered into this 15th day of June, 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 University of Florida CME doing business at P.O. Box 100233, Gainesville, Florida 32610-0233, hereinafter referred to as "Agency".

WITNESSETH

Whereas, the Agency has proposed to provide the 2nd Gainesville "Hot Seats" Course being held March 9, 2011 to March 13, 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 the 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 ($10,00.00)** upon completion of the 2nd Gainesville "Hot Seats" Course being held March 9, 2011 to March 13, 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:

University of Florida CME
P. O. Box 100233
Gainesville, FL 32610-0233

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:

Walter E Drane, MD
University of Florida Mathematics Department
P. O. Box 100233
Gainesville, FL 32610-0233
Phone: 352-265-0291

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.

Each party may terminate the agreement without cause by first providing at least seven days written notice to the other 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** - Each party shall be solely responsible for the negligent or wrongful acts of their 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.

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: 6/15/11

ATTEST (Agency)

By: Mercedes A Bongiovanni
Print: MERCEDES S. Bongiovanni
Title: Const. Coord. II

University of Florida CME

By: Carolyn J. Wimmer
Print: CAROLYN T. WIMMER
Title: Purchasing Coordinator II

University of Florida
Purchasing Division
PO Box 115250
Elmore Hall, Room 102
Gainesville, Florida 32611-5250

Date: 2-15-11 Date: Feb. 15, 2011

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
Registration Fees	$280,000
Total of other funding sources	$280,000

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.

Corporation: _____

Event: _____

Event Dates: _____

Official Signature: _____

	TDC FUNDS	CASH	IN-KIND	TOTAL
PRINTING		$3,000		
POSTAGE	$0			
MEDIA/ADVERTISING/PROMOTION	$0			
LOCAL TRANSPORTATION	$0			
TRAVEL EXPENSES - for Speakers	$0	$1,500		
REGISTRATION	$0			
RENTAL OF FACILITY	$10,000	$34,000		
List any other expenses below				
Syllabus Preparation		$1,050		
Misc Equipment	$0	$1,000		
TOTAL	**$10,000**	**$40,550**		

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

#7621

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 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 June 15, 2011 & Received in Contracts June 17, 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 CME
Tourist Development Tax Grant Program – 3rd Gainesville "Hot Seats" Course being held March 23 – 27, 2011
Term: October 1, 2010 – September 30, 2011
Amount: $10,000.00
Account: 005-4530-552.82-14

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement with the University of Florida CME for the 3rd Gainesville "Hot Seats" Course

DEPARTMENT:	RETURN TO	CONTACT: John Pricher
Tourist	Tourist	PHONE 374-5260

DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	AMOUNT: $10,000.00

BACKGROUND:

This agreement is with the University of Florida CME for the 3rd Gainesville "Hot Seats" Course. 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:	005-4530-552-8214

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE

TOURIST DEVELOMENT TAX GRANT PROGRAM
AGREEMENT

This agreement is entered into this 15th day of June, 20 11 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 University of Florida CME doing business at P.O. Box 100233, Gainesville, Florida 32610-0233, hereinafter referred to as "Agency".

WITNESSETH

Whereas, the Agency has proposed to provide the 3rd Gainesville "Hot Seats" Course being held March 23, 2011 to March 27, 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 the 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 ($10,00.00)** upon completion of the 3rd Gainesville "Hot Seats" Course being held March 23, 2011 to March 27, 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:

University of Florida CME
P. O. Box 100233
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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
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30 East University Avenue
Gainesville, FL 32601

Agency:

Walter E Drane, MD
University of Florida Mathematics Department
P. O. Box 100233
Gainesville, FL 32610-0233
Phone: 352-265-0291

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.

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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.

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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.

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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: 6/15/11

ATTEST (Agency)

By: Mercedes S Bongiovanni
Print: Mercedes S. Bongiovanni
Title: Const. Coord II

University of Florida CME

By: Carolyn T. Wimmer
Print: CAROLYN T. WIMMER
Title: Purchasing Coordinator II

University of Florida
Purchasing Division
PO Box 115250
Elmore Hall, Room 102
Gainesville, Florida 32611-5250

Date: 2-15-11 Date: Feb. 15, 2011

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
Registration Fees	$280,000
Total of other funding sources	$280,000

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.

Corporation: _____

Event: _____

Event Dates: _____

Official Signature: _____

	TDC FUNDS	CASH	IN-KIND	TOTAL
PRINTING		$3,000		
POSTAGE	$0			
MEDIA/ADVERTISING/PROMOTION	$0			
LOCAL TRANSPORTATION	$0			
TRAVEL EXPENSES - for Speakers	$0	$1,500		
REGISTRATION	$0			
RENTAL OF FACILITY	$10,000	$34,000		
List any other expenses below				
Syllabus Preparation		$1,050		
Misc Equipment	$0	$1,000		
TOTAL	**$10,000**	**$40,550**		

2010 Fall Grant Scores and Award Recommendations

Applicant	Avg. Score	Request	% Eligible	Award
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FL Division of IAAP	31	$ 4,539.00	75%	$ 3,404.25
		$ 88,973.80		$ 76,689.65

#7622

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 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 June 15, 2011 & Received in Contracts June 17, 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 CME
Tourist Development Tax Grant Program – 4th Gainesville "Hot Seats" Course being held April 13 – 17, 2011
Term: October 1, 2010 – September 30, 2011
Amount: $10,000.00
Account: 005-4530-552.82-14

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement with the University of Florida CME for the 4th Gainesville "Hot Seats" Course

DEPARTMENT:	RETURN TO	CONTACT: John Pricher
Tourist	Tourist	PHONE 374-5260

DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	AMOUNT: $10,000.00

BACKGROUND:

This agreement is with the University of Florida CME for the 4th Gainesville "Hot Seats" Course. 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:	005-4530-552-8214

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE

TOURIST DEVELOMENT TAX GRANT PROGRAM AGREEMENT

This agreement is entered into this 15th day of June, 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 University of Florida CME doing business at P.O. Box 100233, Gainesville, Florida 32610-0233, hereinafter referred to as "Agency".

WITNESSETH

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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:

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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 ($10,00.00)** upon completion of the 4th Gainesville "Hot Seats" Course being held April 13, 2011 to April 17, 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:

University of Florida CME
P. O. Box 100233
Gainesville, FL 32610-0233

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:

Walter E Drane, MD
University of Florida Mathematics Department
P. O. Box 100233
Gainesville, FL 32610-0233
Phone: 352-265-0291

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.

Each party may terminate the agreement without cause by first providing at least seven days written notice to the other 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** - Each party shall be solely responsible for the negligent or wrongful acts of their 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.

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: 6/15/11

ATTEST (Agency)

By: Mercedes S. Bongiovanni
Print: Mercedes S. Bongiovanni
Title: Const. Coord II

University of Florida CME

By: Carolyn T. Wimmer
Print: CAROLYN T. WIMMER
Title: PURCHASING COORDINATOR

University of Florida
Purchasing Division
PO Box 115250
Elmore Hall, Room 102
Gainesville, Florida 32611-5250

Date: 2-15-11 Date: Feb. 15, 2011

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
Registration Fees	$280,000
Total of other funding sources	$280,000

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.

Corporation: _____

Event: _____

Event Dates: _____

Official Signature: _____

	TDC FUNDS	CASH	IN-KIND	TOTAL
PRINTING		$3,000		
POSTAGE	$0			
MEDIA/ADVERTISING/PROMOTION	$0			
LOCAL TRANSPORTATION	$0			
TRAVEL EXPENSES - for Speakers	$0	$1,500		
REGISTRATION	$0			
RENTAL OF FACILITY	$10,000	$34,000		
List any other expenses below				
Syllabus Preparation		$1,050		
Misc Equipment	$0	$1,000		
TOTAL	**$10,000**	**$40,550**		

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

#7624

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 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 June 15, 2011 & Received in Contracts June 17, 2011**

Enclosed please find a copy 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 MATHEMATICS DEPARTMENT
Tourist Development Tax Grant Program – 27th Southeastern Analysis Meeting (SEAM) being held March 17 – 20, 2011
Term: October 1, 2010 – September 30, 2011
Amount: $5,607.00
Account: 005-4530-552.82-14

Please forward this 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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement with the University of Florida Mathematics Department for the 27th Southeastern Analysis Meeting

DEPARTMENT:	RETURN TO	CONTACT: John Pricher
Tourist	Tourist	PHONE 374-5260

DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	AMOUNT: $5,607.00

BACKGROUND:
This agreement is with the University of Florida Mathematics Department for the 27th Southeastern Analysis Meeting. 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:	005-4530-552-8214

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					4/5/11

TOURIST DEVELOMENT TAX GRANT PROGRAM
AGREEMENT

This agreement is entered into this 15th day of June, 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 University of Florida Mathematics Department doing business at P.O. Box 118105, Gainesville, Florida 32611, hereinafter referred to as "Agency".

WITNESSETH

Whereas, the Agency has proposed to provide the 27th Southeastern Analysis Meeting (SEAM) being held March 17, 2011 to March 20, 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 the 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 **Five Thousand Six Hundred Seven Dollars ($5,607.00)** upon completion of the 27th Southeastern Analysis Meeting (SEAM) being held March 17, 2011 to March 20, 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:

University of Florida Mathematics Department
P. O. Box 118105
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:

Margaret Somers
University of Florida Mathematics Department
P. O. Box 118105
Gainesville, FL 32611
Phone: 352-92-0281 x 239

A copy of any notice, request or approval to the County must also be sent to:

J.K. " Buddy " Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

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 agrees to protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of the County shall extend to any and all work performed by the Agency, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Agency.

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: 6/15/11

ATTEST (Agency)

By: _____

Print: _____

Title: _____

Date: _____

University of Florida Mathematics Dept.

By: _____

Print: Margaret Somers

Title: Office manager

Date: 3/10/2011

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
Uf Math Dept	5,000
NSF	36,500
College of Liberal Arts + Science	1,000
Center for Applied Math	1,000
Uf Graduate School	3,000
Total of other funding sources	46,500.00

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.

Corporation: Uf Mathematic Department
Event: 27th Southeastern Analysis Meeting (SEAM)
Event Dates: march 17-20, 2011

Official Signature: Margaret Sun

	TDC FUNDS	CASH	IN-KIND	TOTAL
PRINTING	100.00			100.00
POSTAGE				
MEDIA/ADVERTISING/PROMOTION				
LOCAL TRANSPORTATION				
TRAVEL EXPENSES			43,550	43,550
REGISTRATION				
RENTAL OF FACILITY	2,000.00			2,000
List any other expenses below Food			2,400	2,400
TOTAL	2,100.00		45,950	48,050

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

#7623

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 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 June 15, 2011 & Received in Contracts June 17, 2011**

Enclosed please find a copy 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 MATHEMATICS DEPARTMENT
Tourist Development Tax Grant Program – UF Conference on Computational and Systems Biology being held March 16 – 20, 2011
Term: October 1, 2010 – September 30, 2011
Amount: $3,834.00
Account: 005-4530-552.82-14

Please forward this 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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement with the University of Florida Mathematics Department for the Conference on Computational and Systems Biology

DEPARTMENT:	RETURN TO	CONTACT: John Pricher
Tourist	Tourist	PHONE: 374-5260

DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	AMOUNT: $3,834.00

BACKGROUND:
This agreement is with the University of Florida Mathematics Department for the Conference on Computational and Systems Biology. 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:	005-4530-552-8214

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
					2/3/10

TOURIST DEVELOMENT TAX GRANT PROGRAM
AGREEMENT

This agreement is entered into this 15th day of June, 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 University of Florida Mathematics Department doing business at P.O. Box 118105, Gainesville, Florida 32611, hereinafter referred to as "Agency".

WITNESSETH

Whereas, the Agency has proposed to provide the University of Florida Conference on Computational and Systems Biology being held March 16, 2011 to March 20, 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 the 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 **Three Thousand Eight Hundred Thirty FourDollars ($3,834.00)** upon completion of the University of Florida Conference on Computational and Systems Biology being held March 16, 2011 to March 20, 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:

University of Florida Mathematics Department
P. O. Box 118105
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:

Margaret Somers
University of Florida Mathematics Department
P. O. Box 118105
Gainesville, FL 32611
Phone: 352-92-0281 x 239

A copy of any notice, request or approval to the County must also be sent to:

J.K. " Buddy " Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

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 agrees to protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of the County shall extend to any and all work performed by the Agency, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Agency.

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: 6/15/11

ATTEST (Agency)

By: _____

Print: _____

Title: _____

Date: _____

University of Florida Mathematics Dept.

By: _____

Print: Margaret Somers

Title: Office Manager

Date: 3/10/11

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
NSF	22,000.00
UF Math Dept	6,000.00
College of Liberal Arts	2,000.00
UF Computational Biology Dept	2000.00
Total of other funding sources	$32,000.00

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.

Corporation: UF Math Department
Event: UF Conference on Computational & Systems Biology
Event Dates: March 16-20, 2011

Official Signature: Margaret B

	TDC FUNDS	CASH	IN-KIND	TOTAL
PRINTING	100.00			100.00
POSTAGE				
MEDIA/ADVERTISING/PROMOTION				
LOCAL TRANSPORTATION				
TRAVEL EXPENSES			27,000.00	27,000.00
REGISTRATION				
RENTAL OF FACILITY	3,000.00			3,000.00
List any other expenses below Food			5,000.00	5,000.00
TOTAL	3,100.00		32,000.00	35,100.00

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

#7617

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 20, 2011

M E M O R A N D U M

To: John Pricher
Tourist Development

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the County Manager on June 15, 2011 & Received in Contracts June 17, 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.

ARKAT-USA, INC.
Tourist Development Tax Grant Program – Annual Florida Heterocyclic Conference being held March 6 – 9, 2011
Term: October 1, 2010 – September 30, 2011
Amount: $4,200.00
Account: 005-4530-552.82-14

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

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Agreement with ARKAT-USA for the Annual Florida Heterocyclic Conference

DEPARTMENT:	RETURN TO	CONTACT: John Pricher
Tourist	Tourist	PHONE 374-5260

DOCUMENT(S) REQUIRING ACTION:	Tourist Development Grant Agreement	AMOUNT: $4,200.00

BACKGROUND:

This agreement is with ARKAT-USA for the Annual Florida Heterocyclic Conference. 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:	005-4530-552-8214

ATTACHMENTS:	Tourist Development Grant Agreement for signature
SUGGESTED REFERENCE MATERIAL:	None

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE

TOURIST DEVELOMENT TAX GRANT PROGRAM AGREEMENT

This agreement is entered into this 15th day of June, 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 ARKAT-USA, Inc. doing business at P.O. Box 705, Hawthorne, Florida 32640, hereinafter referred to as "Agency".

WITNESSETH

Whereas, the Agency has proposed to provide the Annual Florida Heterocyclic Conference being held March 6, 2011 through March 9, 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 the 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 **Four Thousand Two Hundred dollars ($4,200.00)** upon completion of the Annual Florida Heterocyclic Conference being held March 6, 2011 through March 9, 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:

ARKAT-USA, Inc.
P. O. Box 705
Hawthorne, FL 32640

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: Vicki Tyson
ARKAT-USA, Inc.
P.O. Box 705
Hawthorne, FL 32640
Phone: 386-684-9303

A copy of any notice, request or approval to the County must also be sent to:

J.K. " Buddy " Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

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 agrees to protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of the County shall extend to any and all work performed by the Agency, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Agency.

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: 6/15/11

ATTEST (Agency)

By: _____

Print: _____

Title: _____

Date: _____

ARKAT-USA, Inc.

By: _____

Print: Dr. Charles D. Hall

Title: Professor, Dept of Chemistry, UF

Date: 3/1/11

EVENT BUDGET

Funding Sources other than requested from Tourist Development Tax Grant Program

Source:	Amount
Sponsors	$5,600
Registrations	$65,754
Exhibitors	$750
Total of other funding sources	72104

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.

Official Signature: Vicki Tyson

Vicki Tyson, Conference Organizer

	TDC FUNDS	CASH	IN-KIND	TOTAL
JWRU Hotel	0	6254	$0	$6254
Catering	0	12263.75	0	12263.75
Wine	0	785.69	0	785.69
Supplies	0	400	0	400
Books	0	3500	0	3500
Printing (manual and signs)	0	2000	0	2000
JWRU Rooms Rental Fee	0	3685.5	0	3685.5
Speaker Travel	5600	16630.04	0	11030.04
Accompanying Persons Program	0	200	0	200
Totals	5600	45718.98	0.00	40118.98

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

#7611

Alachua County
Office of Management and Budget

Suzanne L. Gable, CPA *Director*
John D. Johnson *Grants/Contracts Administrator*

June 6, 2011

MEMORANDUM

To: David Flagler, Animal Services
Public Works

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants & Contracts Approved by the County Manager on June 6, 2011 & Received in Contracts June 6, 2011**

Attached please find a copy of the document referenced below which was approved by the County Manager on the date referenced above. Also enclosed is a copy of the Green Sheet.

THE HUMANE SOCIETY OF THE UNITED STATES
Pre-Deployment Cooperative Agreement
Term: June 6, 2011 until terminated
Amount: Unknown Account: 167-2500-562.31-61

Please notify this office when the contract has completed its term per Section 6.

Please forward the document to the vendor and keep a copy for your file.
Thank you for your assistance.

Enclosures

cc: 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.

COUNTY MANAGER ITEM SUMMARY

ITEM DESCRIPTION:	Cooperative Agreement with the Humane Society of the United States		
DEPARTMENT: PW/Animal Services	RETURN TO: David R. Flagler	CONTACT: David R. Flagler	PHONE 264-6890
DOCUMENT(S) REQUIRING ACTION:	Pre-deployment cooperative agreement with HSUS to assist in the investigation and confinement of multiple animals pending seizure.	AMOUNT: $0 (unknown)	

EXECUTIVE SUMMARY: This is a cooperative agreement with the Humane Society of the United States to provide onsite assistance, should the decision be made to impound/seize 300 – 400 cats.

BACKGROUND: Alachua County Animal Services responded to complaints of the animal cruelty at Haven Acres Cat Sanctuary. Upon investigation, Animal Control Investigators found multiple animals being maintained in horrible condition. Given the size of the Cat Sanctuary, Animal Services contacted HSUS for assistance because the number of animals involves is beyond the ability of Alachua County Animal Services to properly care for.

ISSUES: Although HSUS has agreed to pick up the majority of the cost for housing the animals, there may be costs expected to be picked up by Alachua County

ACTION

Recommendation: Approve and sign the cooperative agreement.

BUDGETARY IMPACT

Recommendation:	Any funding will be pulled from Animal Services' operational budget or from the donation account.
Funding Sources:	General Fund / Donation Account
Associated Costs	Housing costs for up to 400 cats
Account Code:	167-2500-562.31-61

ATTACHMENTS: Cooperative Agreement

SUGGESTED REFERENCE MATERIAL: 6/6/11

DEPARTMENT DIRECTOR	CONTRACTS	OMB	LEGAL	COUNTY MANAGER	DATE
6/6/11	DCbk 955		RL	RAR	6/6/11

PRE-DEPLOYMENT COOPERATIVE AGREEMENT BETWEEN HUMANE SOCIETS OF THE UNITED STATES AND ALACHUA COUNTY, FLORIDA

This Cooperative Agreement ("Agreement") is made as the date of the last signature below, by and between

1. The Humane Society of the United States ("The HSUS"), a Delaware corporation with offices at 2100 L Street, N.W., Washington, D.C. 20037; and

2. Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "the Initiating Organization"

[

RECITALS

R1. The Initiating Organization has requested the assistance of The HSUS in connection with an animal rescue operation being undertaken as part of an ongoing investigation that is expected to occur on or about June 7, in Alachua County in the State of FL the ("Animal Rescue Operation").

R2. As a result of the Animal Rescue Operation, the parties expect that approximately 400 cats (the "Rescued Animals") will or may need to receive humane care including, but not limited to, housing, feeding, transportation and veterinary care.

R3. The Initiating Organization has requested The HSUS to provide such humane care to the Rescued Animals on behalf of the Initiating Organization on the terms specified in this Agreement.

AGREEMENT

Therefore, for an in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Placed Animals. The Initiating Organization will transfer responsibility for the care of those Rescued Animals identified on separate documents to be prepared by the parties ("the Placed Animals") to The HSUS. Such transfer shall be effective at such time as the Placed Animals are physically transferred to the control of The HSUS. The Placed Animals shall at all times be considered to be owned by the Initiating Organization and nothing in this Agreement is intended to convey ownership of the Placed Animals to The HSUS.

2. Housing, Nutrition, Transportation, and Veterinary Treatment. As to all of the Placed Animals, The HSUS shall do the following:

a. Provide sanitary and humane living conditions, including appropriate nutrition.

b. Provide sanitary and humane transportation, as necessary.

c. Provide, or take appropriate steps to ensure the provision of, basic veterinary care.

d. Retain copies of the documentation maintained with regard to the Placed Animals until otherwise directed by the Initiating Organization.

3. Transfers to Other Organizations. The HSUS may not otherwise transfer any of the Placed Animals to the care or custody of any individual (including but not limited to foster care) or other organization without the Initiating Organization's prior written approval.

4. Initiating Organization-Related Issues. The Initiating Organization acknowledges and agrees that The HSUS is providing care of the Placed Animals, and will also assist, as it is able, in any investigation and prosecution of the criminal case related to the Animal Rescue Operation, including but not limited to, providing expert testimony and assistance with evaluating the evidence; however, The HSUS is not responsible for the success of the criminal case at issue.

The HSUS shall:

a. Retain originals of all documents related to the care, treatment (including but not limited to the veterinary medical records required in Paragraph 2 above) and placement until advised by the Initiating Organization that they can be disposed of.

b. Make the Placed Animals available to the Initiating Organization, or any other federal, state or local authorities with jurisdiction, at such times and places as reasonably requested by the Initiating Organization or other authorities, including but not limited to in connection with any trials or other proceedings, and until such time as the animals are released from the Initiating Organization. The HSUS shall make the Placed Animals available in a manner consistent with the welfare and humane treatment of the Placed Animals.

c. Fully cooperate with all reasonable requests by the Initiating Organization, or any other federal, state or local authorities with jurisdiction, for information regarding the Placed Animals.

5a. 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 Alachua County of its sovereign immunity, the limits of liability, or the provisions of §768.28, Florida Statutes.

5b. Insurance – HSUS will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Attachment A.

6. Term. This Agreement shall be binding upon the parties until the earlier of the following events:

a. The mutual written termination of this Agreement by the parties; or

b The release of the Placed Animals in writing by the Initiating Organization.

7. Relationship of Parties. Nothing contained in this Agreement is intended to or should construed to create the relationship of partnership or joint venture, trustee and beneficiary or of any other association between the parties hereto other than as specifically stated herein.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Waiver. No waiver of default by any party hereto shall be implied from any omission by such party to take action on account of any default. One or more waivers of any covenant, term or condition of this Agreement by a party or parties shall not be deemed to waive or render unnecessary the consent to or approval of said party or parties of subsequent or similar acts by a party or parties.

10. Amendments. This Agreement may only be amended or changed by a written instrument signed by the party against whom the change is sought to be enforced.

11. Captions. The captions and paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original. Such counterparts together shall constitute a single Agreement.

13. Choice of Law. Except as specified in this paragraph, this Agreement shall be governed by and construed according to the laws of the Florida, without regard for its conflicts of laws doctrines. Notwithstanding the general choice of law provision, it is the parties' intention, forming part of the consideration of this Agreement, that The HSUS shall be entitled to and have the protection and benefit of the laws (including but not limited to immunity or other protections from suit), of any jurisdiction(s) in which:

a. the Initiating Organization operates or is authorized to operate;
b. the Animal Rescue Operation was conducted;
c. the investigation that prompted the Animal Rescue Operation is or was pending;
d. any criminal, civil or administrative prosecution resulting from the Animal Rescue Operation is or was pending; and/or
e. The HSUS provided assistance to the Initiating Organization pursuant to this Agreement.

Nothing in this Agreement shall be construed to limit any rights that the Initiating Organization or other federal, state or local law enforcement authorities may have under the laws of any other jurisdiction to compel the production of the Placed Animals, documentation related

thereto, or other evidence by subpoena or other legal process in connection with any investigation or litigation.

14. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements, and understandings, whether written or oral.

15. Authority. Each party warrants that the person signing below is authorized to sign this Agreement on behalf of such party and to bind such party, and any governmental unit of which the party is a part, to the terms of this Agreement.

16. Other Provisions.

A. 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, parties representative are:

County: David Flagler
Animal Services Director
3400 NE 53rd Avenue
Gainesville, FL

Contractor: (insert)

A copy of any notice, request or approval to the County must also be sent to:

Contracts Coordinator
Office of Management and Budget
105 SE First Avenue, Suite 6
Gainesville, FL 32601

J.K. "Buddy" Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

B. Project Records. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the HSUS shall keep and make available to the INITIATING ORGANIZATION for inspection and copying, upon written request by the INITIATING ORGANIZATION, all records in HSUS's possession relating to the contract. Additionally, the HSUS shall make said records available, upon written request by the INITIATING ORGANIZATION, to any state, federal, or

other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the INITIATING ORGANIZATION may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this agreement or license, HSUS may claim that some or all of HSUS's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by HSUS in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. HSUS shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the INITIATING ORGANIZATION shall use its best efforts to maintain the confidentiality of the information properly identified by the HSUS as "Confidential Information" or "CI".

The INITIATING ORGANIZATION shall promptly notify the HSUS in writing of any request received by the INITIATING ORGANIZATION for disclosure of HSUS's Confidential Information and the HSUS may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. HSUS shall protect, defend, indemnify, and hold the INITIATING ORGANIZATION, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. HSUS shall investigate, handle, respond to, and defend, using counsel chosen by the INITIATING ORGANIZATION, at HSUS's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. HSUS shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this agreement or license, the provisions of this paragraph shall continue to survive. HSUS releases INITIATING ORGANIZATION from claims or damages related to disclosure by INITIATING ORGANIZATION.

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

D. Venue. In any suit arising out this agreement, venue shall be in Alachua County

IN WITNESS WHEREOF, the parties have, by their authorized agents, signed and delivered this Agreement as of the date of the last signature below.

"The HSUS"

The Humane Society of the United States

By: _____
Signature

Ann P Chynoweth
Printed Name

Its: Senior Director, Animal Rescue Team
Title

Dated: 6/6/11

"Initiating Organization"

ALACHUA COUNTY, FLORIDA

By: _____ 5/6/11
County Manager Date

WITNESS:

Rhonda Barter

APPROVED AS TO FORM

_____
Alachua County Attorney

Attachment A

TYPE "C" INSURANCE REQUIREMENTS
"Vendors"

Vendors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the County.

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 (When Vendor Delivers to County Premises)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While Vendor's Employee(s) are on County Premises)

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 INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I **Commercial General Liability and Automobile 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 Vendor; products and completed operations of the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor.

b. **The Vendor's insurance coverage shall be considered primary** insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of the Vendor's insurance and shall be non-contributory..

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 Vendor for the County.

III All Coverages

The Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract or purchase order (original if contact is renewed) or prior.

SUBHSUSS

Vendors shall include all subHSUSs as insured under its policies. All coverages for subHSUSs shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Mail or Fax Certificates to:

EBIX
212 Kent Street
P.O. Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

JUN 23 2011

MAY 31 PM2:46

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." First Baptist Church of Gainesville, FL, Inc.

Supervising Agency's Representative: William R. Summerhill

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: 6/24/11

SUPERVISING AGENCY:

by: _____

Title: CHAIR, TRUSTEES

Address: 14105 NW 39th Ave
Gainesville FL 32606

Phone: (352) 376-4681

Date: 5-23-2011

JUN 09 2011

JUN 2 PM2:25

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

Copies

AND

hereinafter referred to as the "Supervising Agency." Haile's Angels Pet Rescue, Inc.

Supervising Agency's Representative: Kirk Eppenstein, Executive Director

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 training, when needed, on the proper utilization of work equipment.

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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.

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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: 6/14/11

SUPERVISING AGENCY:

by: Kirk Eppenstein

Title: ~~Executive Director~~

Address: 5231 SW 91st Dr.
Gainesville, FL 32608

Phone: 352.377.6003

Date: 6/1/2011

D. The Community Service Program participants will not be required to perform hazardous duties.

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SPONSOR:

by: _____

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 5/23/11

SUPERVISING AGENCY:

by: Steve Lefkowitz

Title: PRESIDENT / DIRECTOR

Address: 31023 Railroad Ave
High Springs, FL 32643

Phone: (386) 454-0383

Date: 5-20-11

MAY 20 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." HAVEN ACRES CAT SANCTUARY, INC

Supervising Agency's Representative: Steve Lefkowitz

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by: _____

Title: Director
Department of Court Services

Address: 14 NE 1st Street
Gainesville, FL 32601

Phone: (352) 338-7390

Date: 5/13/11

SUPERVISING AGENCY:

by: Kathleen Dames

Title: Owner

Address: 238 SW 3rd Ave
Gainesville, FL 32601

Phone: 352-378-7799

Date: 3/15/11

MAY 12 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." Deliverance Gospel Temple Worship Ctr.

Supervising Agency's Representative: Pastor K. James

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.

August 9, 2011 Regular BoCC Meeting
Agenda Item #30

Title
Aastra Telephone System Maintenance Contract (Amended)

Amount
$66,594.52

Description
Request approval to amend the current Aastra telephone system maintenance contract to extend support services for an additional one year period.

Recommendation
Approve the amendment to the current Aastra telephone system maintenance contract for and additional one year.

Alternative(s)
Do not approve the amendment and provide direction to staff.

Requested By
Allen Torres

Originating Department
Information and Telecommunication Services

Attachment(s) Description
Support Services Agreement Amendment No. 6

Documents Requiring Action
Support Services Agreement No. Alachua - 2004 Amendment No. 6

Executive Summary
The current contract with Aastra USA Inc. for maintenance services to the County's telephone system expires September 30th, 2011. The amendment will extend the current contract for a one year period.

Background
The County's current telephone system is manufactured by Aastra USA Inc. This telephone system has been under a maintenance contract for the past eleven years with Aastra USA. ITS has negotiated a new one year contract extension while maintaining last years rates.

Issues
Funds for this contract extension are budgeted for in the FY 11/12 Telecom budget

Fiscal Recommendation
This agreement maintains previous years contract rates.

Fiscal Alternative(s)
None

Funding Sources
Telephone Fund

Account Code(s)
504-1601-519.46-30

Attachment: AASTRA 6th Amend Final.pdf

SUPPORT SERVICES AGREEMENT NO. ALACHUA-2004

AMENDMENT NO. 6

THIS AMENDMENT NO. 6 TO SUPPORT SERVICES AGREEMENT NO. ALACHUA-2004 (the "Amendment") is made and entered into by and between Aastra USA Inc., having its principal place of business at 2811 Internet Blvd, Frisco, Texas 75034-1851 (hereinafter "Aastra or Seller") and Alachua County, whose address is 26 NE 1st Street, Gainesville, Florida 32601 (hereinafter "Buyer"). In consideration of the mutual covenants and agreements herein contained, the parties hereto agree to amend Support Services Agreement No. ALACHUA-2004 (the "Agreement") as set forth below:

1. Delete **Article 3 - TERM** in its entirety and replace it with the following:

   "3. TERM. The term of this Agreement shall be the dates specified in Attachment A as **"Service Period"** unless terminated pursuant to the terms herein, thereafter being automatically renewed for a twelve (12) month period on an annual basis. However, either Party may terminate this Agreement upon the giving of ninety (90) days written notice prior to the end of any Service Period."

2. Add Attachment "A" SUPPORT SERVICES SCHEDULE NUMBER 7.

3. Replace Attachment "B" "SUPPLEMENTAL PRICING" with the attached Attachment "B" "SUPPLEMENTAL PRICING."

4. Replace Attachment "C" "SCOPE OF WORK" with the attached Attachment "C" "SCOPE OF WORK."

5. All other terms and conditions of the Agreement not specifically amended hereby shall remain in full force and effect.

IN WITNESS HEREOF, the parties have executed this amendment by their authorized representatives.

BUYER:

BY: _____
(Authorized Representative)

NAME: Lee Pinkoson
(Type/Print)

TITLE: LEE PINKOSON, CHAIR

DATE: 8/9/2011

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

AASTRA USA INC.:

BY: _____
(Authorized Representative)

NAME: Tim Whittington
(Type/Print)

TITLE: EVP and General Manager

DATE: July 12, 2011

SUPPORT SERVICES AGREEMENT NO. ALACHUA-2004

ATTACHMENT A[1]
SUPPORT SERVICES SCHEDULE NUMBER 6

SYSTEM SITE ADDRESS:
26 NE 1st Street
Information Services
Gainsville, FL 32601

Service Period: October 1, 2011 to September 30, 2012

Service Package (refers to the Scope of Work that will apply - see Attachment C):
☒ MP1 Software Subscription

Aastra System:
☒ Pointspan®

Quantity
1

SOFTWARE SUBSCRIPTION:

☒ **AASTRA SYSTEM OPERATING SOFTWARE:** The Software (hereinafter **"Software"**) means the System Software and any other Software indicated below. Buyer may run the Software only on the system(s) as indicated above. See Attachment C for a description of Support Services to be provided.
Current Software Release Level: RL40PS5.2.G

Other Aastra Products to Be Supported: ☒ None

Third Party Hardware/Software Support: ☒ None

Unless otherwise indicated below, this quote is exclusive of support for other products, including those that may be used in conjunction with the covered Products, which can be quoted separately upon request.

PRICING[2]:

	QUARTERLY PRICE	TERM PRICE
Total Maintenance Price	**$16,648.63**	**$66,594.52**

Buyer's Emergency Contact:
Name: Allen Tores
Office: 352-338-7328
Pager: _____
Mobile: _____
Email: art@alachuacounty.us

[1] Attachment A Product and quantities subject to change upon periodic Aastra-conducted site inventory.
[2] Pricing is based on the current system configuration and is subject to change if there are any changes to the system configuration. Applicable taxes not included.

SUPPORT SERVICES AGREEMENT NO. ALACHUA-2004

ATTACHMENT B*
SUPPLEMENTAL PRICING

ADDITIONAL SERVICES- TIME AND MATERIALS PRICING

Additional Services requested by the Buyer that are not covered by the Buyer-selected Service Package indicated in Attachment A will be charged at the rates below and except as otherwise noted will be accommodated on a commercially reasonable effort basis. Aastra does not provide any response time guarantees. Aastra's CSC will provide remote support.

MP1. Software Subscription Package ☒

	Remote Support Minimum Per Incident Charge (4 hour minimum)	On-Site Support Minimum Per Incident Charge	Remote Support Hourly Rate (4 hour minimum)	On-Site Support Hourly Rate (4 hour minimum)
Monday-Friday, 8:00 a.m.-5:00 p.m.	$1,000.00	$1,500.00	$250.00	$375.00
Monday-Friday, 5:01 p.m.-7:59 a.m. and Saturday	$1,500.00	$2,000.00	$375.00	$500.00
Sundays and Aastra Holidays	$2,000.00	$3,000.00	$500.00	$750.00

* All prices contained in Attachment B are subject to change upon sixty (60) days written notice.

SUPPORT SERVICES AGREEMENT NO. ALACHUA-2004

ATTACHMENT C
SCOPE OF WORK
MP1. SOFTWARE SUBSCRIPTION PACKAGE

If purchased by Buyer as indicated in Attachment A, Aastra will provide a Software Subscription as defined below.

SOFTWARE SUBSCRIPTION. The Software Subscription (hereinafter "**Subscription**") shall provide the Buyer all generally available Releases, Versions, Service Packs, Engineering Changes, Service Packs and related Documentation during the applicable Service Period.

The Software Subscription also includes an On-Line Technical Library Subscription.

If a Subscription is discontinued and/or not renewed by Buyer and a Subscription is later reinstated, a reinstatement fee will be assessed. The reinstatement fee is equal to the Subscription fee for the period during which the Product was not under maintenance plus twenty-five percent (25%) of such fee.

Buyer may run the Software only on the system(s) indicated on Attachment A. Buyer's current Software Release and Subscription options are also indicated on Attachment A.

The Subscription does not include any additional hardware that may be required in order to implement a particular Software Upgrade, the licensing of additional features, or initial license and/or licensed Upgrades of ancillary software. Buyers who provide their own on-site technical support, and do not contract for on-site technical support from Aastra, will be provided with Upgrade media and instructions. The Subscription does not include any remote on-site labor to support a Software Upgrade. Should Buyer require assistance from the CSC, Buyer will be charged based on the rates in Attachment B.

Note: The Subscription does not include any support for OEM/Third Party products. Buyer is responsible to obtain any support for OEM/Third Party products. Aastra may quote support for OEM/Third Party products upon Buyer's request.

TIME AND MATERIALS

Aastra will provide additional Preventive and Remedial Maintenance to Buyer, not purchased by Buyer as indicated in Attachment A, as follows:

TYPES OF MAINTENANCE. Preventive and Remedial Maintenance will be performed at the rates established in Attachment B. Aastra shall utilize its personnel as required to perform Preventive or Remedial Maintenance and will bill Buyer on a time and materials basis.

ON-SITE SUPPORT. Aastra does not provide any response time guarantees. All responses will be at the rates shown in Attachment B.

EXCLUSIONS. Aastra does not provide any service, repair or parts required due to: (a) maintenance or repair of the parts by other than Aastra, (b) unauthorized modification, alteration or changes to the Product by other than Aastra, (c) negligence or damage by other than Aastra, (d) abuse of the Product, (e) fire, flood, wind, lightning, or other acts of God, (f) failure of Buyer to maintain proper environmental conditions for the Hardware, (g) connection of non-compatible equipment, (h) Problems induced by other than Aastra, including but not limited to Problems arising out of computer viruses and Problems arising out of Buyer not maintaining current software service packs and manufacturer-supplied security updates. Also excluded is any refurbishing of the Product, any electrical work external to the Product, and any work on Product not specifically identified in Attachment A. If persons other than Aastra repair, modify, or perform any maintenance service on any of the Product covered by this Agreement, and, as a result thereof, further maintenance service by Aastra is required to restore the Product to good operating condition, such maintenance service will be made at Aastra's then applicable time and materials rates and terms.

August 9, 2011 Regular BoCC Meeting
Agenda Item #31

Title
Annual Coarse and Fine Aggregate Materials Bid 1250 Rebid (Amended)

Amount
$150,000.00 Annual Estimated Budget

Description
Request approval of the Finance Report to approve and award Annual Bid 12-50 Rebid; Annual Coarse and Fine Aggregate Materials and authorize the Purchasing Manager to sign the purchase orders.

Recommendation
Approve the award of Annual Bid 12-50 Rebid; Annual Coarse and Fine Aggregate Materials to Conrad Yelvington and Junction City Mining Co. LLC, as the lowest responsive and responsible bidders meeting specifications and authorize the Purchasing Manager, if applicable, to sign the purchase orders.

Alternative(s)
That the Board rejec the award of Annual Bid 12-50 Rebid; Annual Coarse and Fine Aggregate Materials.

Requested By
Rick Hedrick

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the award of Annual Bid 12-50 Rebid; Annual Coarse and Fine Aggregate Materials to Conrad Yelvington and Junction City Mining Co. LLC, as the lowest responsive and responsible bidders meeting specifications and authorize the Purchasing Manager, if applicable, to sign the purchase orders.

Background
Bid 12-50 Rebid; Annual Coarse and Fine Aggregate Materials was advertised on May 18, 2011 and May 25, 2011. The deadline for receipt of bids was June 22, 2011. Two (2) vendors responded for Annual Bid 12-50 Rebid; Annual Coarse and Fine Aggregate Materials.

Issues
If Annual Bid 12-50 Rebid; Annual Coarse and Fine Aggregate Materials is not approved the Public Works Department, would be unable to purchase Coarse and Fine Aggregate Materials for road projects.

Fiscal Recommendation

Sufficient funds exist to cover the purchase orders.

Fiscal Alternative(s)
$0.00

Funding Sources
5-Cent Local Option Gas Tax

Account Code(s)
350-7915-541.63-00

Attachment: 1250 Rebid FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

July 21, 2011

MEMORANDUM

To Alachua County Board of County Commissioners

From: Betty Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager Bbaker for L. Sapp 7/22/11

Subject: Bid #12-50 Rebid; Annual Coarse and Fine Aggregate Materials

Deadline for Receipt of Bids:	2:00 PM, Wednesday, June 22, 2011
Advertisement Dates:	May 18, 2011 and May 25, 2011
Notifications sent to:	313 Vendors
Solicitations Requested by:	9 Vendors
Bid(s) Received From:	2 Vendors

Firms:

Conrad Yelvington Distributor, Inc.
Gainesville, FL

Junction City Mining Co. LLC
Lake City, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the award of Annual Bid #12-50 Rebid; Annual Coarse and Fine Aggregate Materials to Conrad Yelvington Distributor, Inc., and Junction City Mining Co. LLC., , as the lowest responsive and responsible bidders meeting specifications and authorize the Purchasing Manager, if applicable, to sign the purchase orders.

APPROVED THIS 9th DAY OF August, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Chairperson

ATTEST:

Clerk

LS/mm

Deena Tularam

om: Larry M. Sapp
Sent: Wednesday, July 20, 2011 4:43 PM
To: Betty Baker (Administrative Services Director)
Cc: Mandy Mullins; Deena Tularam; Christy S. Winters; Todd Hutchison
Subject: Out of Office

I will be out of the office Thursday, July 28 and Friday July 29, 2011. I will be returning to the office on Monday, July 25, 2011. Christy Winters will have full signature authority during my absence.

August 9, 2011 Regular BoCC Meeting
Agenda Item #32

Title
Construction Manager at Risk for the Alachua County Courthouse HVAC Renovation: RFP 11-445 (Amended)

Amount
N/A

Description
Request approval of the Finance Report to reject all proposals and cancel RFP 11-445; Construction Manager at Risk for the Alachua County Courthouse HVAC Renovation.

Recommendation
Approve the Finance Report to reject all proposals and cancel RFP 11-445; CM at Risk for the Alachua County Courthouse HVAC Renovation.

Alternative(s)
That the Board not reject the proposals or cancel RFP #11-445; CM at Risk for the Alachua County Courthouse HVAC Renovation.

Requested By
Charlie Jackson/Larry M. Sapp

Originating Department
Facilities Management/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the finance report to reject all proposals and cancel RFP #11-445: CM at Risk for the Alachua County Courthouse HVAC Renovations.

Background
RFP #11-445; CM at Risk for the Alachua County Courthouse HVAC Renovation was advertised on January 19, 2011 and January 26, 2011. The deadline for receipt of the RFP was March 2, 2011. Seven (7) vendors responded for this RFP and four (4) vendors were shortlisted for oral presentations. It came to our attention that the Evaluation Team participated in site visits with all four (4) vendors that were finalist in the RFP process. These site visits deviate from our normal process and are not authorized under our current procedures. Due to this deviation in process, the County Attorney recommended that we cancel the bid, reject all of the proposals and re-solicit the project with a new RFP.

Issues
The project will be delayed due to starting over with the RFP process

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 11445FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

July 20, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #11-445; CM at Risk for the Alachua County Civil Courthouse HVAC Renovation

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, March 2, 2011
Advertisement Dates:	January 19, 2011 and January 26, 2011
Notifications sent to:	394
Solicitations Requested by:	14
Responses Received From:	7

Firms:

Oelrich Construction, Inc.
Newberry, FL

Mandese White Construction
Gainesville, FL

PPI/Charles Perry Construction
Gainesville, FL

The Alexander Group, LLC.
Newberry, FL

BBI Construction Management
Gainesville, FL

Allstate Construction, Inc
Ocala, FL

The AD Morgan Corp.
Ocala, FL

ADMINISTRATIVE RECOMMENDATION:

That the Board reject all proposals and cancel RFP #11-445; CM at Risk for the Alachua County Civil Courthouse HVAC Renovation.

APPROVED THIS 9th DAY OF August, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LMS/dt

August 9, 2011 Regular BoCC Meeting
Agenda Item #33

Title
Lewis Oil Co., Inc.: Change Order 1 to Purchase Order 110090. (Amended)

Amount
$80,000.00

Description
Request approval of the Finance Report and Change Order 1 to Purchase Order 110090, issued to Lewis Oil Co., Inc., to cover the cost of rising petroleum products.

Recommendation
Approve the Finance Report and the issuance of Change Order 1 to Purchase Order 110090, issued to Lewis Oil Co., Inc.

Alternative(s)
That the Board reject the Finance Report and the issuance of Change Order 1 to Purchase Order 110090, issued to Lewis Oil Co., Inc.

Requested By
Rick Hedrick

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve Change Order 1, to Purchase Order 110090, issued to Lewis Oil Co, Inc., for an increase of $80,000.00 due to rising petroleum products costs, for the Public Works Department. The new purchase order total is $535,000.00. Prices are per Annual Bid Renewal 09-9; Annual Automated Fueling Services.

Background
Blanket Purchase Order 110090 to Lewis Oil Co., Inc., was issued September 22, 2010 for automated fueling services, in the amount of $455,000.00. Change Order 1 will increase the Purchase Order by $80,000.00, for a new purchase order total of $535,000.00.Original PO Total: $455,000.00Change Order #1: $ 80,000.00Revised Total: $535,000.00

Issues
Rejecting this Change Order will inhibit the Department's ability to serve Alachua County residents.

Fiscal Recommendation
Sufficient funding is available to fund the change order.

Fiscal Alternative(s)
n/a

Funding Sources
Fleet Management

Account Code(s)
503-1100-590.95.31

Attachment: 110090FR.pdf
Attachment: 110090PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

July 21, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager for L. Sapp

Subject: **Finance Report**

Change Order #1, to Purchase Order #110090, issued to Lewis Oil Co. Inc., for an increase of $80,000.00 due to rising costs of petroleum products, for the Public Works Department. The new purchase order total is $535,000.00. Prices are per Annual Bid Renewal #09-9; Annual Automated Fueling Services.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same. A copy, if applicable, to be included in the Board's minutes.

APPROVED THIS 9th DAY OF August, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LS/mm

12 SE 1st Street, P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5202 ■ Fax (352) 491-4569
1-866-822-5106 (toll free) ■ Home Page: www.co.alachua.fl.us
An Equal Opportunity Employer M.F.V.D.

PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110090

ORDER DATE	9/13/2010
REQ. NUMBER	0000054529
BID NUMBER	
BUYER	DR KIGHT, CPM, CP
ACCOUNT NO.	
VENDOR NO.	4756500

CHANGE NO.: 1
DATE: 7/21/2011

VENDOR
VENDOR I.D. # ☐
LEWIS OIL CO INC
PO BOX 1282
GAINESVILLE FL 32602-1282

SHIP TO
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT
5620 NW 120TH LANE
GAINESVILLE FL 32653

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
			A/BID #09-9: AUTOMATED FUELING SERVICES /UBO				
			EFFECTIVE DATE: 10/01/2010				
			EXPIRATION DATE: 9/30/2011				
					NOT	TO EXCEED	535000.00 **
			REMARKS:				
			CO #1 TO INCREASE PO #110090 BY $80,000.00				
			ACCOUNT: #503.1100.590.95.31				
			ORIGINAL PO TOTAL: $455,000.00 CHANGE ORDER #1: $ 80,000.00 NEW REVISED TOTAL: $535,000.00				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

August 9, 2011 Regular BoCC Meeting
Agenda Item #34

Title
Lewis Oil Co., Inc.: Change Order 1 to Purchase Order 110091. (Amended)

Amount
$80,000.00

Description
Request approval of the Finance Report and Change Order 1 to Purchase Order 110091, issued to Lewis Oil Co., Inc., to cover the costs of rising petroleum products.

Recommendation
Approve the Finance Report and the issuance of Change Order 1 to Purchase Order 110091, issued to Lewis Oil Co., Inc.

Alternative(s)
That the Board reject the Finance Report and the issuance of Change Order 1 to Purchase Order 110091, issued to Lewis Oil Co., Inc.

Requested By
Rick Hedrick

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve Change Order 1, to Purchase Order 110091, issued to Lewis Oil Co, Inc., for an increase of $80,000.00 due to rising petroleum products costs, for the Public Works Department. The new purchase order total is $1,101,108.00. Prices are per Annual Bid Renewal #09-10; Annual Purchase of Petroleum Products.

Background
Blanket Purchase Order 110091 to Lewis Oil Co., Inc., was issued September 22, 2010 for the purchase of petroleum products, in the amount of $1,021,108.00. Change Order 1 will increase the Purchase Order by $80,000.00, for a new purchase order total of $1,101,108.00.Original PO Total: $1,021,108.00Change Order #1: $ 80,000.00Revised Total: $1,101,108.00

Issues
Rejecting this Change Order will inhibit the Department's ability to serve Alachua County residents.

Fiscal Recommendation
Rejecting this Change Order will inhibit the Department's ability to serve Alachua County residents.

Fiscal Alternative(s)
n/a

Funding Sources
Fleet Management

Account Code(s)
503-1100-590.95.31

Attachment: 110091FR.pdf
Attachment: 110091PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

July 21, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Change Order #1, to Purchase Order #110091, issued to Lewis Oil Co. Inc., for an increase of $80,000.00 due to rising costs of petroleum products, for the Public Works Department. The new purchase order total $1,101,108.00. Prices are per Annual Bid Renewal #09-10; Annual Purchase of Petroleum Products.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same. A copy, if applicable, to be included in the Board's minutes.

APPROVED THIS 9th DAY OF August, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS/mm

12 SE 1st Street, P.O. Box 1467 ■ Gainesville, Florida 32602-1467 ■ Tel. (352) 374-5202 ■ Fax (352) 491-4569
1-866-822-5106 (toll free) ■ Home Page: *www.co.alachua.fl.us*
An Equal Opportunity Employer M.F.V.D.

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110091

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	9/13/2010
REQ. NUMBER	0000054530
BID NUMBER	
BUYER	DR KIGHT, CPM, C
ACCOUNT NO.	
VENDOR NO.	4756500

CHANGE NO.: 1
DATE: 7/21/2011

VENDOR I.D. # ☐

VENDOR
LEWIS OIL CO INC
PO BOX 1282
GAINESVILLE FL 32602-1282

SHIP TO
ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT
5620 NW 120TH LANE
GAINESVILLE FL 32653

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
			A/BID 09-10: PURCHASE OF PETROLEUM PRODUCTS		/UBO		
			EFFECTIVE DATE: 10/01/2010				
			EXPIRATION DATE: 9/30/2011			NOT TO EXCEED	1101108.00 **
			REMARKS:				
			CO #1 TO INCREASE PO #110091 BY $80,000.00				
			ACCOUNT: #503-1100-590-95-31				
			ORIGINAL PO TOTAL: $1,021,108.00				
			CHANGE ORDER #1: $ 80,000.00				
			NEW REVISED TOTAL: $1,101,108.00				

BILLING INSTRUCTIONS TO VENDOR:

1. ...L PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

August 9, 2011 Regular BoCC Meeting
Agenda Item #35

Title
Affiliated Engineers Incorporated Contract for Architectural and Engineering Services for the Alachua County Civil Courthouse HVAC Renovation Project (Amended)

Amount
$230,000.00

Description
Request Approval of the Contract between Alachua County Board of County Commissioners and Affiliated Engineers Incorporated for Architectural and Engineering Services for the Alachua County Civil Courthouse HVAC Renovation Project

Recommendation
Approve and execute Contract between Alachua County Board of County Commissioners and Affiliated Engineers Incorporated for Architectural and Engineering Services for the Alachua County Civil Courthouse HVAC Renovation Project

Alternative(s)
Reject the contract and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Contract between Alachua County Board of County Commissioners and Affiliated Engineers Incorporated (two originals)

Documents Requiring Action
Approve and execute the Contract between Alachua County Board of County Commissioners and Affiliated Engineers Incorporated

Executive Summary
This contract is for architectural and engineering services for the replacement of the HVAC system at the Alachua County Civil Courthouse. The engineer will provide the County with a design and engineering of the most energy efficient systems including, controls, equipment and appliances for installation to ensure the County achieves optimum return on investment (ROI) and energy savings.

Background
The Civil Courthouse was constructed in 1978 and the existing chiller and cooling tower system was installed in 1996. Due to limited funding and short duration to get the units back up, several critical HVAC components were not replaced, including controls, air handlers, pumps and drives, etc. These components are now old, inefficient and in dire need of replacement. Phase II of the Downtown Space Needs Master Plan, involved major renovations of the Civil Courthouse and at that time it was estimated cost over $2.5 Million. However, the building occupants elected to perform minor renovations throughout the building costing around $250,000, leaving the comprehensive HVAC replacement project for later years. Since that time and over the past few years there has been countless heating and cooling complaints from occupants in the courthouse. Upon a thorough investigation by

Facilities Management's staff and a hired consultant, it was determined that all components of the HVAC system needed to be replaced and controls upgraded to improve the air circulation and distribution throughout the facility. Because of on-going indoor air flow and quality issues, Court Administration agreed to assist with the project funding and requested the County to replace the HVAC system as soon as possible. In response to the request, the County expedited a Request For Proposal (RFP). RFP #10-436 for Architectural and Engineering Services for the replacement of the Alachua County Courthouse HVAC System was advertised on September 8, 2010 and September 16, 2010. The deadline for receipt of RFP was September 29, 2010. Nine (9) vendors responded for RFP #10-436; Architectural & Engineering Services for the Replacement of the Alachua County Civil Courthouse HVAC System. The administrative recommendation and final ranking was approved by the BOCC on January 11, 2011, with Affiliated Engineers, Inc., as the number one local ranked firm. AEI is a local firm operating here in Gainesville. In 2011, County Facilities included this project in the County FY 2012-2017 Capital Improvement Program(CIP). Affiliated Engineers, Inc. will provide actual installation and construction cost at the 100% design completion phase. In addition, the installation of the new HVAC system will reduce energy consumption and building operating cost.

Issues

Failure to approve will result in the Civil Courthouse continuing to experience major problems with the heating and cooling system which will ultimately impact on court operations. Additionally the building occupants will continue using space heaters in the winter and fans in the summer to maintain a comfortable working environment, whereby using substantially more electrical power than needed.

Fiscal Recommendation

Approve and execute the contract between Alachua County Board of County Commissioners and Affiliated Engineers Incorporated

Fiscal Alternative(s)

None

Funding Sources

Facilities Statute 318.18 Court Related CIP-General

Account Code(s)

334-3117-712.31-08

Attachment: AEI Civil CH HVAC Design Final.pdf

CONTRACT BETWEEN OWNER AND ENGINEER

This Contract is entered into this 9th day of August, 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 Affiliated Engineers Incorporated a for profit corporation licensed to do business in the State of Florida and doing business at 3007 SW Williston Road, Gainesville Florida 32608, hereinafter referred to as "Engineer".

WITNESSETH

WHEREAS, the County desires to hire an engineer to provide professional services for the design and engineering management over the construction of the Alachua County Civil Courthouse HVAC Renovation and any addenda, thereto, the Scope of Services and subsequent negotiations between the parties; and

WHEREAS, the Engineer is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term** -This Contract is effective upon execution and continues until all duties are completed or until terminated as provided for herein.

   The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Location of Project:** Alachua County Civil Courthouse 201 East University Ave, Gainesville Florida 32601

3. **Representation and Warranties** -By executing this Contract, the Engineer makes the following express representations and warranties to the County:

   a The Engineer is professionally qualified to act as the engineer for the Project and is licensed to practice engineering all public entities having jurisdiction over the Engineering and the Project;

   b The Engineer shall maintain the necessary licenses, permits or other authorizations necessary to act as engineer for the Project until the Engineer duties hereunder have been fully satisfied;

   c The Engineer has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated;

d The Engineer shall prepare the deliverables required by this Contract including, but not limited to, all contract plans and specifications, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with the applicable law, codes and regulations;

e The Engineer warrants that the deliverables prepared by the Engineer are adequate and sufficient to accomplish the purposes of the Project and meet the requirements of the applicable federal, state and local codes and regulations.

f The Engineer acknowledges that the County's review of the deliverables in no way diminishes the Engineer's warranty pertaining to the deliverables.

4. **Duties, Obligations and Responsibilities of the Engineer Before Construction** -The Engineer shall have and perform the following duties, obligations and responsibilities to the County:

a. **Meeting Protocols**

i. The Engineer shall attend meetings as required by the County, however limited to a number of meetings by phase as defined herein:

(a) Schematic Design (SD) = 4 meetings;
(b) Design Development (DD) = ___4_ meetings;
(c) Construction Documents (CD) = ___5 meetings;
(d) Construction Administration (CA) = as identified in the Contract.

ii. The Engineer shall not have any direct or indirect contract relationship with any officer or employee of the County that will conflict with his ability to perform the work hereunder. All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required. The A&E Firm shall assist the Owner on developing the construction document/contract.

iii. Attend all meetings and conferences as arranged and required by the County during the progress of the work hereunder to establish design concepts, to review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the work.

iv. Provide the County with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences in accordance with Section 3.1.3.2.

b. **Green Globe Certification** – The Engineer shall endeavor to implement design elements into the project necessary to achieve the County's desired Green Globe Certification.

c. **Project Testing Services** - The Engineer shall provide additional services, as directed by the Owner , to set forth in the Construction Documents all appropriate and advisable project testing requirements including, without limitation, Hazardous Substance, structural, electrical or mechanical tests and investigations and construction materials testing.

d. **Project Approval Services:** - As required for the Project, the Engineer shall promptly assist the Construction Manager and the Owner in securing all approvals from governing authorities with jurisdiction over the Project. Without limitation, the Engineer shall timely assist the Construction Manager and the Owner in making application for local variances or other approvals, including completion of all necessary applications and supporting documentation.

e. **Schematic Design** – Prior to the preparation of the Schematic Design, the Engineer shall first consult in detail with the County, and shall carefully examine any information provided by the County concerning the County's purposes, concepts, desires and requirements (the "County's Criteria"), including but not limited to, any design, construction, scheduling, budgetary or operational Project needs, restrictions, or requirements. The Engineer will conduct a series of meetings with the County to develop a program assessment for the Project and following such examination, the Engineer shall prepare and submit to the County a written report detailing the Engineer's Schematic Design and understanding of the County's Criteria and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from the County's Criteria. The written report of the Engineer shall also include proposed solutions, if appropriate; addressing each of such identified problems and an equipment list for the Project. The quality of Engineer's work shall be consistent with the requirements of this contract and prevailing industry standards. Engineer shall insure that its fees charged the services performed hereunder are fair, reasonable and consistent with fees charged locally for similar work. The Engineer shall provide or cause to be provided all design services and incidentals necessary to providing, performing, and completing the project. Engineer understands and acknowledges that all documents and material provided with the RFP, and any addenda, are general and preliminary, and that Engineer shall not rely on the accuracy or completeness thereof. Engineer acknowledges that its duties, hereunder, shall not be excused or discharged, in any respect, based on the incompleteness or inaccuracy of any such documents or materials. Engineer shall provide the Schematic design 75 days after receipt of the Notice to Proceed.

f. The design will include plans which depict the building type, equipment, annual operating cost, life cycle operating cost analysis and energy calculation for energy efficiencies of all equipment,

The Engineer shall assist the County with designing and implementing the most energy efficient systems, controls, equipment and appliances for installation to ensure the the County achieves optimum return on investment (ROI).

The Engineer shall work with County and provide a list of vendors and manufacturers who can deliver green and/or energy efficient equipment and products to the project.

g. **Schematic Design Price Estimate** - Upon completion of the Schematic Development,

the Engineer shall submit to the County in writing an estimate of probable construction costs for this project for review and approval by the County..

h. **Design Development** – The Engineer shall prepare and submit a 50% complete design within 120 days of the receipt of Notice to Proceed by the County. After reviewing with the County Schematic Design and Schematic Design Estimate, and agreeing upon any proposed solution to identified problems resulting from the County's Criteria, and in no event later than 120 days after the effective date of this Contract, the Engineer shall draft and submit to the County five copies of a Design Development for the Project and a estimate of probable construction costs for this project for review and approval by the County. The Design Development shall be consistent with the County's Criteria and verified by the Construction Manager, and if, modified and shall include the following:

i. Design Development plans which depict as appropriate each of the basic aspects of the Project including; and

j. A floor plan for each room within the Project and the dimensions thereof; and

k. Written Design Development specifications, together with Design Development plans, if and as necessary or useful to the County, of the architectural, electrical, mechanical, structural and if relevant, other systems to be incorporated in the Project; and

l. A written description of the equipment and materials to be specified for the Project and the location of same strong consideration shall be given to material and equipment quality as Green and or sustainable products; and

m. Any other documents or things necessary or appropriate to describe and depict the Design Development and the conformity of same with the County's Criteria (as, and if, modified as set forth above) for the Project; and

n. The Engineer shall provide documents to the County for review in accordance with schedule requirements with sufficient lead time to allow the County reasonable time for review.

o. Upon completion of the Preliminary Design, the Engineer shall submit to the County in writing, its estimate of the Contractor's anticipated price for constructing the Project in accordance with the Preliminary Design.

p. Structural engineering services provide under this Agreement shall be limited to replacing equipment "in kind". Structural engineering services to accommodate equipment which requires alterations to the structure may require additional design and engineering services. In such cases the County and the Engineer will amend this Agreement, as provided herein, to reflect such additional services and additional costs, if any.

q. **Design Development Price Estimate** – Upon completion of the Design Development, the Engineer shall submit to the County in writing, its estimate and comparison to the Construction Manager's anticipated Contract Price for constructing the Project (the "Maximum Price") in accordance with the Design Development documents. Once

Approved, Contract Price for constructing the Project (the "Maximum Price") shall not be increased or decreased by the Engineer unless the construction documents are changed upon authorization by the County. In such event, the final anticipated price estimate shall be adjusted by the Engineer to reflect any increase or decrease in anticipated price resulting from the change in Design for Construction.

r. **Construction Documents** – Upon written direction from the County, after reviewing with the County the Design Development documents, and after incorporating any changes or alterations authorized by the County with respect to the Design Development documents or with respect to the County's Criteria, as, and if, modified, and in no event later than 225 days after the effective date of this Contract, the Engineer shall draft and submit to the County six copies of the Construction Documents. The Construction Documents shall include, but shall not necessarily be limited to, plans and specifications which describe with specificity the systems, elements, details, components, materials, equipment, and other information necessary for construction. The Construction Documents shall be accurate, coordinated and adequate for construction and shall be in conformity, and comply with applicable law, codes and regulations. Products, equipment and materials specified for use shall be readily available unless authorization to the contrary is given by the County.

s. **Exceeding an Established "Maximum Price** – Prior to directing the Engineer to proceed with preparation of the Construction documents, the County may establish and communicate to the Engineer a maximum amount for payment to the Construction Manager as the Contract Price for constructing the Project (the "Maximum Price"). In the event the Engineer's final Design Development anticipated price estimate exceeds the Maximum Price, or in the event the lowest bid or negotiated proposal from a qualified contractor exceeds the Maximum Price, the County may require the Engineer, at no cost to the County for up to 100 hours of work by the Engineer, to consult with the County and to revise the Design Development documents so as to obtain a bid or proposal at or below the Maximum Price. County may also require Engineer to review the proposal from the Construction Manager and assist the County in negotiating a lower price from the Construction Manager. Alternative design solutions may also be required, such as value engineering or scope reduction. Absent clear and convincing evidence of gross negligence of the Engineer in making its final anticipated price estimate or in designing the Project without regard to the Maximum Price, providing such revisions and negotiating assistance shall fulfill the Engineer's liability to the County in connection with the Maximum Price.

5. **Duties, Obligations and Responsibilities During Construction** - During construction of the Project, and at all times relevant thereto, the Engineer shall have and perform the following duties, obligations, and responsibilities:

a In addition to its duties, obligations and responsibilities set forth herein, the Engineer shall have and perform those duties, obligations and responsibilities set forth in the Construction Documents between County and Construction Company. The Engineer hereby acknowledges that it has received, reviewed and studied a true and correct

unexecuted copy of the and same is herein incorporated by reference;

b The Engineer shall, as contemplated herein and in the Construction Documents, but not otherwise, act on behalf, and be the agent, of the County throughout construction of the Project. Instructions, directions, and other appropriate communications from the County to the Construction Manager shall be given to the Construction Manager by the Engineer;

c Upon receipt, the Engineer shall carefully review and examine the Construction Manager Schedule of Values, together with any supporting documentation or data which the County or the Engineer may require from the Construction Manager. The purpose of such review and examination shall be to protect the County from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, or as otherwise directed by the County in writing, the Schedule of Values shall be returned to the Construction Manager for revision and resubmission of supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Engineer shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Construction Manager. The Engineer shall not sign such Schedule of Values in the absence of such belief.

d The Engineer shall carefully observe all work performed by the Construction Manager whenever and wherever necessary, and shall, at a minimum, observe work at the Project site no less frequently than once a week or more frequently as required by the stage of construction. . The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Documents. In making such observations, the Engineer shall protect the County by ensuring work is performed according to design and construction documents while validating a payment to Construction Manager. Following each observation, the Engineer shall submit a written field report of such observation, together with any appropriate comments or recommendations, to the County. The Engineer shall maintain a record of the Contractor's Application for payment.

e The Engineer shall initially approve and record periodic and final payments owed to the Construction Manager under the Construction Documents predicated upon observations of the work as required herein and evaluations of the Construction Manager rate of progress in light of the remaining Contract Time and shall issue to the County Approvals of Payment in such amounts. By issuing an Approval of Payment to the County, the Engineer reliably informs the County that the Engineer has made the inspection of the work required herein, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Construction Manager work meets or exceeds the requirements of the Construction Documents, and that under the terms and conditions of the Construction Documents, the County is obligated to make payment to the Contractor for the amount approved;

f All drawings and specifications produced by the Engineer will provide a progress approval statement requiring the signature of County and Court Administration's review. As a minimum, this Progress Statement should include date, completion percent, owner representation, user group representation, and comments. Approval by the County shall not relieve the Engineer of its duty to completely perform the contract.

g The Engineer shall promptly provide appropriate interpretations as necessary for the proper execution of the work;

h The Engineer shall advise the County in writing to reject any work of the Construction Manager which is not in compliance with the Construction Documents;

i The Engineer shall recommend inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Documents whenever appropriate.

j The Engineer shall receive shop drawings and submittals, including the test, adjust and balance report, which have been pre-screened for conformance, by the Construction Manager's and within a duration of two weeks or less, examine, study, approve, or otherwise respond to the shop drawings and other submittals. Approval by the Engineer of the submittal from the Construction Manager shall constitute the Engineer's representation to the County that such submittal is in conformance with the Construction Documents;

k The Engineer shall receive and promptly examine and advise the County concerning any written requests relating to the project from the Construction Manager, i.e., change orders, Request for Information (RFIs), etc. Responses to Requests for Information (RFI) shall be provided within 3 days or sooner, if possible. Upon request by the County, the Engineer shall draft Change Orders, whether initiated by the County or by the Construction Manager and approved by the County, in accordance with the Construction Documents;

l The Engineer must process all correspondence (Request for Information-RFI/Request for Payment-RFP, etc.) with a formal transmittal document.

m Based upon observations of the Project, the Engineer, and upon receiving written notification request of such from the Construction Manager, shall certify in writing to the County the fact that, and the date upon which the Construction Manager has achieved 50% completion, the date upon which the Construction Manager has achieved substantial Completion of the Project and the date upon which the Construction Manager has achieved Final Completion of the Project;

n The Engineer shall transmit to the County all manuals, operating instructions, as-built plans (CAD) on CD/Disk Copy, warranties, guarantees, release of liens, test results, certificate of occupancy and other documents and things required by the Construction Documents an submitted by the Construction Manager;

o The Engineer shall testify in any legal proceeding concerning the design and construction of the Project when requested in writing by the County, and the Engineer shall make

available to the County any personnel or consultants employed or retained by the Engineer for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or actions relating to, or arising out of, the design or construction of the Project at an hourly rate based on the attached., Rate Schedule;

p The Engineer shall review and transmit to the County, any as-built drawings furnished by the Construction Manager and verify that the changes were made in accordance with the Owner's process for making such changes. .

q The Engineer shall assist the County in preparing a list of items (Punch Lists), as identified in the Close-Out Section of the Project Manual, and required to render complete, satisfactory and acceptable the construction services required for the Construction Manager to complete the Project within a two week duration;

r The Engineer shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in the work product of the Engineer or its consultants, or both. Any omission discovered after the 100% completion drawing should be resolved within 15 business days, by the consultant and at no cost to the County.

s Conduct a meeting with County and Construction Manager 60 days prior to substantial completion to review progress.

t Once substantial completion is achieved, the Engineer and the Construction Manager will complete the certified punch list. The Engineer will conduct a walk through inspection verifying that every item on the punch list is completed, verified and signed. The Engineer and Construction Manager will perform the second project inspection with the Facility Manager or designee 5 business days prior to the Construction Manager issuing a Notice of Completion. The Engineer will issue the Engineer's final certificate only upon completion of a satisfactory inspection by the Owner and Construction Manager.

u Conduct a joint review with County representative(s) (Project Coordinators) to determine if the project is substantially complete and a final inspection to determine if the project has been fully completed in substantial accordance with the contract documents, and the Construction Manager has fulfilled all of his obligations; thereunder, so that the Engineer may recommend approval, in writing, of final payment to the Construction Manager.

v Prior to the submission of requests for final payment, the Construction Manager and the Engineer will conduct a project close-out session with County staff, ensuring that the County is satisfied with the project. As a minimum, the close-out session should include: 1) Review of project documents; 2) Inventory of transmittals; 3) Review of punch list; and 4) Final joint site inspection, with User Group.

w The Engineer shall meet with the Owner or designed representative promptly after substantial completion to review the need for facility operation services.

x Upon request of the Owner and prior to the expiration of one year from the date of

Substantial Completion, the Engineer shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendation to the Owner.

y **As-Built Drawings:** - The Engineer shall perform the services for preparation and delivery of film reproducible as-built drawings to the County, specifically including, but not limited to the following:

i. Review the coordination, observation, cross referencing and the performance of field surveys, as required to verify as-built drawings, received from the Construction Manager.

ii. Make necessary red line mark-ups to reproducible documents to reflect actual facilities installed and/or constructed and return to the Construction Manager for correction.

iii. Take all steps necessary to prepare and deliver to the County, as-built drawings received corrected from the Construction Manager within the two-month period following the date of final acceptance of the project by the County, such period includes the time required by the Construction Manager to prepare, check, make corrections after review by the Engineer and re-submit his as-built construction data.

iv. The Engineer will present to the County on disk a copy of all computer aided design drawings produced for projects under the contract.

v. **Project Close out:** The Engineer will assist the Construction Manager with ensuring that the following requirements are met as they are identified in the Construction Manager Contract. The County shall request that the Construction Manager satisfy close out requirements including providing the County with the following:

(a) Certificate of Substantial Completion;
(b) Certificate of sign off from mechanical and electrical engineers, and structural and civil engineers. This will include a final inspection report from the MEP and structural engineer;
(c) Final Lien waivers from each subcontractor and a general release of lien from the construction manager;
(d) Warranties and operating and maintenance manuals (O&Ms);
(e) Flooring –;
(f) Plumbing and mechanical and O&M Manuals including air and water balancing reports;
(g) Electrical and O&M;
(h) Data Communication;
(i) Fire Alarm System Integration
(j) HVAC – spare filters, fusible links;
(k) Plumbing;
(l) Electrical parts ps;
(m) Start-up and Test Reports;
(n) Boilers;
(o) Chillers;
(p) Air-handling units (AHUs);
(q) Makeup air unit (MUAU);

(r) Water Treatment;
(s) Balance reports for air and water;
(t) Valve charts, tags, piping and equipment identification, directories;
(u) As-Built drawings.

6. **Duties, Obligation and Responsibilities of the County** - The County shall have and perform the following duties, obligations and responsibilities:
   a. The County shall provide the Engineer with the County's Criteria; a program setting forth all project requirements, goals and objectives.

   b. The County shall review any Documents provided by or through the Engineer requiring the County's decision, and shall make any required decisions;

   c. The County shall, at its own expense, provide full information on restrictions, furnish legal descriptions, overall budget and project limitations including time, construction delivery method and any necessary survey showing physical characteristics of land, limitations, zoning and information relating to utilities, etc., upon which the Project is situated and any other parameters that may be applicable to the project including but not limited to zoning, information related to utilities, etc.;

   d. As may be mandated by law or called for by the Construction Documents, the County shall, at its own expense, provide for all required testing, inspections (except for those inspections expressly required of the Engineer herein), filings, studies or reports;

   e. In the event the County learns of any failure to comply with the Construction Documents by the Contractor, or any errors, omissions or inconsistencies in the work product of the Engineer, and in the further event that the Engineer does not have notice of same, the County shall provide written notice to the Engineer;

   f. The County shall afford the Engineer access to the Project site and to the Work as may be reasonably necessary for the Engineer to properly perform its services under this Contract;

   g. The County shall perform its duties set forth in this Section in a timely manner;

   h. Except for documents requiring the County's decision as set in subparagraph b above, the County's review of any documents prepared by the Engineer or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the County's Criteria, as, and if, modified. No review of such documents shall relieve the Engineer of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product.

   i. The County shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of Engineer as concerns the aforesaid records and documentation. The County shall have the right to visit the offices of Engineer, and its professional subconsultants and/or subcontractors for inspection of any original tracings, plans, drawings, specifications, maps, evaluations, reports, notes, computer files, photograph, videotapes, technical data, test results, field books and other related materials at any time during normal business hours.

   j. Designate a representative authorized to act for the owner.

k. Issue Notices to Proceed as required;

l. The owner must review documents with the Engineers and render an approval/disapproval, in a timely manner.

m. All correspondence involving the project should be done with a transmittal document.

n. Make all payments to the Engineers, as required per the agreement.

o. The owner will work closely with the Engineer when the Engineer makes recommendations to adjust the project size, scope, quality or budget in an effort to comply with the owner's budget.

p. Pay for permits, fees, easements, approvals, assessments and changes that are not the Construction Manager responsibility under the contract document.

7. **Schedule** - Time is of the essence in the performance of this Contract. Within 30 days of the issuance of a Notice to Proceed the Engineer shall provide the County with a proposed schedule for performance by the Engineer hereunder. Such schedule, if approved by the County, shall constitute the schedule for performance of its duties hereunder by the Engineer.

8. **Payments** - For its assumption and performance of the duties, obligations and responsibilities set forth herein, the Engineer shall be paid as follows:

a The Engineer shall be paid for those services required by this Contract not to exceed the sum of $230,000.00 allocated in the following manner:

i Schematic Phase	$34.500.00
ii Design Development	$34,500.00
iii 90% Construction Documents	$46,00.00
iv 100% Construction Documents	$46,000.00
v Permit/ Bidding/ Award	$11,500.00
vi Construction Observation	$57,500.00
Subtotal AEI Fee:	$230,000.00

b If the Engineer's duties, obligations and responsibilities are materially changed through no fault of the Engineer after execution of this Contract, additional compensation shall be based on the hourly rates listed in Attachment A.

c As a condition precedent for any payment, the Engineer shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. The Engineer's invoice shall describe with reasonable particularity each service rendered and the date thereof. The Engineer's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services

rendered by the Engineer, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, and that the amount requested is currently due and owing, there being no reason known to the Engineer that payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment shall further constitute the Engineer's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full. The Engineer shall submit invoices to the County at the following address:

Facilities Manager
Alachua County Facilities Dept
105 1st Avenue, Suite 2
Gainesville, Florida 32601

d In the event that the County becomes credibly informed that any representations of the Engineer relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

e The County shall make payment to the Engineer, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Local Government Prompt Payment Act") shall be made to the following address:

f Reimbursable expenses will be paid by the County to the Engineer for the following costs outlined below. Amounts invoiced for reimbursement shall include back-up documentation.

i site surveys

ii subsurface soil investigations

iii permitting fees

iv printing costs for items beyond those outlined herein

v TAB (Test Adjust Balance)

vi Specialized Engineering as required by the County.

9. **Project Records** - For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is

greater, the Engineer shall keep and make available to the County for inspection and copying, upon written request by the County, all records in Engineer's possession relating to this Agreement. Additionally, the Engineer shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

During the term of this Agreement or license, Engineer may claim that some or all of Engineer's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by Engineer in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Engineer shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Engineer as "Confidential Information" or "CI".

The County shall promptly notify the Engineer in writing of any request received by the County for disclosure of Engineer's Confidential Information and the Engineer may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Engineer shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Engineer shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Engineer's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Engineer shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Engineer releases County from claims or damages related to disclosure by County.

10. **Personnel -** The Engineer will assign only qualified personnel to perform any service concerning this Contract. At the time of execution of this Contract, the parties anticipate the following parties will perform those functions indicated on Attachment B. So long as the individuals named above remain actively employed or able to be retained by the Engineer, they shall perform the functions indicated next to their names. The Facilities Manager may approve, in writing, modifications to personnel.

11. **Ownership of Deliverables.** The Design Development and the Construction Document

drawings shall become and be the sole property of the County. The Engineer may maintain copies thereof for its records and for its future architectural endeavors. Neither the Design Development nor the Construction Documents are intended by the Engineer for use on other projects by the County or others. Any reuse by the County or by third parties without the written approval of the Engineer, shall be at the sole risk of the County.

12. **Notice**. Except as otherwise provided in this Contract, any notice of termination or default by either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, Engineer's and County's representatives are:

County: Director, Administrative Services
P.O. Box 2877
Gainesville, FL 32602

Engineer: Affiliated Engineers Inc.
3007 SW Williston Rd
Gainesville Florida, 32608

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 First Avenue, Suite 6
Gainesville, Fl 32601
Attn: Contracts

13. **Termination** - The failure of the Engineer to comply with any provision of this Agreement will place the Engineer in default. Prior to terminating the Agreement, the County will notify the Engineer in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Engineer seven (7) days to cure the default. The Facilities_Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Engineer.

The County may also terminate the Agreement without cause by providing written notice to

the Engineer. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Engineer will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Engineer recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Engineer shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

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 Engineer. The County will be the final authority as to the availability of funds. The County will pay the Engineer for all work completed prior to any notice of termination.

14. **Insurance** -The Engineer will procure and maintain insurance throughout the entire term of this Contract of the types and in the minimum amounts detailed in Attachment C.

15. **Permits** -The Engineer will obtain and pay for all necessary permits, permit application fees, licenses or any fees required that may in any way affect the work outlined in this Contract. If the Engineer is not familiar with state and local laws, ordinances, code rules and regulations, the Engineer remains liable for any violation and all subsequent damages or fines.

16. **Laws and Regulations** – The Engineer will comply with all laws, ordinances, regulations and building code building code requirements applicable to the work required by this Contract. The Engineer is presumed to be familiar with all federal, state and local laws, ordinances, code rules and regulations.

17. **Indemnification** - To the maximum extent permitted by Florida law, the Engineer shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Engineer or anyone employed or utilized by the Engineer in the performance of this Agreement.

    The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists if the allegations made indicate that the cause of the alleged harm arose from the acts or omissions of the Engineer. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Engineer. The Engineer's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

18. **Assignment** - Neither party will assign or transfer any interest in this Contract without prior written consent of the other party.

19. **Successor and Assigns** - The County and Engineer each bind the other and their representatives in all respects to all of the terms, conditions, covenants, and provisions of this Contract.

20. **Independent Contractor** - In the performance of this Contract, the Engineer is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Engineer is solely responsible for the means, method, technique, sequence, and procedure utilized by the Engineer in the full performance of the Contract.

21. **Collusion** -By signing this Contract, the Engineer declares that this Contract is made without any previous Contract or connections with any persons, professionals or corporations and that this Contract is fair, and made in good faith without any collusion or fraud.

22. **Conflict of Interest** - The Engineer warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Contract. The Engineer shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

23. **Prohibition Against Contingent Fees** - The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other contingent upon or resulting from the award or making of this Contract.

24. **Third Party Beneficiaries** - This Contract does not create any relationship with, or any rights in favor of, any third party.

25. **Severability** - If any provision of this a Contract is declared void by a court of law, all other provisions will remain full force and effect.

26. **Non Waiver** -The failure of any party to exercise any right in this Contract shall not be considered a waiver of such right.

27. **Governing Law and Venue** - This Contract is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

28. **Attachments** -All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

29. **Amendments** - The parties may amend this Contract only by mutual written consent of the parties.

30. **Captions and Sections Heading** - Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

31. **Construction** - This Contract 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.

32. **Counterparts** - This Contract 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.

33. **Entire Agreement** - This Contract constitutes the entire Contract and supersedes all prior written or oral agreements, understandings, or representations.

34. **Additional Services** – In the event that the County desires Engineer to perform additional services, not specifically contained in the Scope of Services, the parties shall enter an addendum to this contract, to provide for the provision of such additional services by Engineer and, therefore, payment by the County.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

ALACHUA COUNTY, FLORIDA

ATTEST:

J. K. Irby, Clerk
(seal)

Lee Pinkoson, Chair
Board of County Commissioners

APPROVED AS TO FORM:

Alachua County Attorney's Office

ENGINEER

Name

Principal
Title

Scott E Robinson
Print Name

Attest (Corporate Officer)

Name

PROJECT MANAGER
Title

JEAN MARC LEBRUN
Print Name

ATTACHMENT A

Affiliated Engineers Inc. ENGINEERS

Hourly Rates and Firm Wide Multiplier

Position	**Hourly Rate**
Principal Engineer	$150.00
Sr. Engineer	$135.00
Sr. Project Engineer	$135.00
Project Engineer	$120.00
Staff Engineer	$100.00
Administrative Support	$60.00

Engineer, firm-wide multiplier: is 2.65

ATTACHMENT B

DESIGN TEAM MEMBERS

NAME	FUNCTION
Principal:	Scott Robinson
Project Manager:	Marc LeBrun
Sr. Project Engineer:	Marc LeBrun
Sr. Project Engineer:	David Goos
Project Engineer:	Tyler Dykes
Construction Admin.:	Christopher Volz

ATTACHMENT C

TYPE "A INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Engineer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.

Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **OTHER INSURANCE PROVISIONS**.

A The policies are to contain, or be endorsed to contain, the following provisions:

B Commercial General Liability and Automobile Liability Coverage's

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Engineer; products and completed operations of the Engineer; or automobiles owned, leased, hired or borrowed by the Engineer.

2 The Engineer's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, it's officials, employee's or volunteers shall be excess of Engineer's insurance and shall be non-contributory.

C Workers' Compensation and Employers' Liability Coverage's

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Engineer for the County

D All Coverage's

1 The Engineer shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Engineers shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

August 9, 2011 Regular BoCC Meeting
Agenda Item #36

Title
Lease Agreement with Holbrook Group Inc. for Office Space for the Environmental Protection Department. (Amended)

Amount
N/A

Description
Board approval is requested for the First Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Holbrook Group Inc. for Office Space for the Environmental Protection Department.

Recommendation
Approve and execute the First Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Holbrook Group Inc. for Office Space for the Environmental Protection Department.

Alternative(s)
Do not approve and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
First Amendment to the Lease Agreement between Alachua County Board of County Commissioners and Holbrook Group Inc.
Exhibit A – Air Quality Report

Documents Requiring Action
First Amendment to the Lease Agreement

Executive Summary
As a cost savings measure, Facilities Management negotiated reductions in leased space since FY10. County Facilities has successfully reduced lease costs by approximately $195,000. County Facilities worked with the Environmental Protection Department (EPD) to evaluate office relocation proposals. Staff recommends Board approval of the First Amendment to the Lease Agreement for office space in the annex adjacent to the Seagle Building, located at 408 W, University Avenue, Gainesville.

Background
In 2000 the County leased 8,850 sq ft in the Union Street Station to house the County's Environmental protection Department at a cost of $144,000 with an annual increase varying from 1% to 3%. In 2010 the County Facilities negotiated a lease reduction from $176,534.76 to $174,175.80. In February 2011 the County Facilities and EPD began searching for a new home for EPD at a lower rate but remaining in the downtown area. Between April and June 2011, County staff received lease proposals from four vendors and Holbrook was the lowest and most responsive landlord. It is the County's desire to reduce the amount of leased space and reduce lease expenses. The Environmental Protection Department is in the process of vacating one space and relocating for an annual reduction in lease expenditures of $76,183.80. Modifications are needed in the new space and will not be accomplished by fiscal year end, therefore, staff needs additional time to relocate from its current space.On June 28, 2011 and

during final contract negotiations a water leak was detected in the Seagle Building and reported to County Facilities. County Facilities immediately investigated, verified and coordinated a resolution with the landlord. This resolution requires the landlord to repair the leak to the roof and conduct air sampling (see Exhibit A). The roof discovery and resolution caused a delay in the Chair signing the Agreement between Holbrook and Alachua County Board of County Commissioners. Because of this situation County staff is providing the language in the First Amendment to 1) require the landlord to test and resolve within 30 days issues relating to indoor air quality; 2) additional language clarifying services and repairs and 3) language relating to Material Safety Data Sheets (MSDS).

Issues
Modifications are required to the office space. 1) County staff is anticipating that the space in the Seagle Building will not be ready for occupancy by October 1, 2011 and if this is true, the County will need to extend the existing lease agreement with McGurn for a period not to exceed 90 days. The first 30 days will be at the existing rate. 2) The discovery of sign of bacteria or mold during the built-out could delay move-in.

Fiscal Recommendation
Approve and execute the First Amendment to the Lease Agreement

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Holbrook 1st Amend EPD Lease Final.pdf
Attachment: EXHIBIT_A_HOLBROOK.pdf

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN ALACHUA COUNTY AND HOLBROOK GROUP, INC.

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made and entered into this 9th day of August 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 "Tenant", and Holbrook Group Inc, doing business at 1740 NW 12th Road, Gainesville, Florida 32605, hereinafter referred to as "Landlord":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated June 28, 2011 to lease office space at the Seagle Building Annex, located 408 W University Avenue, Gainesville, Florida and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend Agreement dated June 28, 2011 as follows:

A. Section 5 Alterations and Improvements is amended to add a new sub-paragraph "g" as follows

> g. At the conclusion of the construction as outlined in Exhibit A, Landlord shall confirm satisfactory indoor air quality by conducting testing using the Environmental Relative Moldiness Index protocol. If molds resulting in a health risk to Tenant are present, at such time or at any time during the term of the Lease, then Landlord shall cause such mold to removed as soon as possible, but in no event more than thirty (30) days) . Failure to perform these obligations may result in breach of this Lease Agreement. Construction shall not be considered complete until the Landlord confirms satisfactory indoor air quality.

B. Section 9, sub paragraph "a" of the Agreement, Services and Repairs, is deleted and replaced with the following:

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

All maintenance improvements and /or repairs shall be coordinated with and through the Alachua County Facilities Manager or designee (Facilities). Facilities shall coordinate with appropriate county staff.

C. Section 11 of the Agreement Janitorial is deleted and replaced with the following:

11. Janitorial Landlord shall provide janitorial services for the space exclusively occupied by the Tenant, as well as for common areas. All cleaning products and chemicals used must be approved by Facilities and MSDS (Material Safety Data Sheets) for all products shall be provided to Facilities and a copy maintained on the leased premises at all times.

D. This First Amendment shall take effect upon signature by the parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Lease between the parties, dated June 24, 2011 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: _____
Lee Pinkoson, Chair
Board of County Commissioners

Date: _____

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

HOLBROOK GROUP, INC

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: David Holbrook

Title: President

Date: 7/21/11

2011 JUL 15 AM 11 07

water & air
RESEARCH, INC.

Environmental Engineers, Biologists, & Planners

Mr. David Holbrook
408 W. University Ave.
Gainesville, FL 32601

July 14, 2011

RE: Environmental Relative Moldiness Indices for Seagle Building

Dear Mr. Holbrook:

Water & Air sampled the environment in a portion of the first floor of the Seagle Building to screen for historic presence of problem molds. We used methods for sampling and analysis developed by USEPA in cooperation with USDHUD to screen homes for historic presence of problem molds. This method develops an Environmental Relative Moldiness Index (ERMI) for each sample taken. The index is ultimately presented as one of four levels for each sample. The results for the four samples we acquired are presented on the attached ERMI Report. An inspection of the offices of interest did not reveal any obvious current source of mold spores.

The samples were taken in areas that were reported as having experienced water problems in the past. Sample 1 was in the area most strongly impacted by the reported water problem. Samples 2 and 3 were offices close to the water event. Sample 4 was taken in a room near the northwest corner of the building some distance from the reported water problem.

The results are screening results in that they identify mold spores in the accumulated dust at the sampling sites. As such they represent the mold history in the vicinity of the site since the reported water problem. The result for the first sample was a Level 4, which means it is an area with the greatest likelihood of having experienced a mold problem. Samples 2 and 3 were a Level 4 and a Level 3, respectively. Level 3 means an area with some likelihood of having experienced a mold problem. It should be noted that Sample 2 was at the border between Level 4 and Level 3. Sample 4 was a low Level 3. For reference, Level 2 means and area less likely of having a mold problem. Level 1 means an area least likely of having a mold problem.

6821 S.W. Archer Road
Gainesville, Florida 32608
Voice: 352/372-1500
Toll Free: 1/800/242-4927
Fax: 352/378-1500
services@waterandair.com
www.waterandair.com

The ERMI data showed a gradient from the most affected site, which suggests there was a mold problem form that incident in the past. The lack of evidence of a current active source of mold spores suggests the historic mold problem has been abated. If so, once the area of interest has had a thorough cleaning to remove accumulated dust with mold spores, there should be a normal risk of a mold problem.

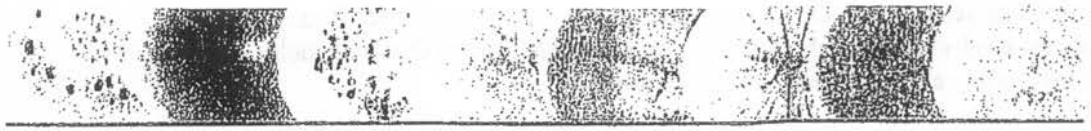
We would recommend that while renovation of the offices is occurring, workers and management should be alert for any signs of former or active mold growth inside walls, around windows, and above the ceilings. Such signs should be documented as to location and estimated magnitude of the growth. When renovation is to a point in which old dust has largely been removed, air sampling is suggested at several locations in the area and outside to quantify and locate any remaining, undiscovered active mold sources. If internal sources are found, this data, together with information on any evidence of mold found during renovation, would also serve to characterize potential mold colonies and their likely source. This in turn would allow design of a comprehensive remediation effort, if it should be needed.

If we may be of further service, please contact me.

Sincerely,

Water & Air Research, Inc.
William C. Zegel
Florida Certified Mold Assessor

No-Active Mold;
/Test walls & Ceilings dry Remediation
/Test upon Completion
Take pos. Hits



EMSL Analytical, Inc.

200 Route 130
Cinnaminson, NJ 08077

Tel: 800-220-3675
Fax: (856-786-0262

Environmental Relative Moldiness Index (ERMI) Report

Prepared Exclusively For

William C. Zegel
Water & Air Research, Inc.
6821 Southwest, Archer Road
Gainesville, FL 32608

Date Received:	7/11/2011
Date Reported:	7/14/2011
Project:	Holbrook
EMSL Order:	371108514
Client ID	WAIR50

If you have any questions, please do not hesitate to contact us at (856)858-4800.

All samples were collected by and all sampling data was provided by the client. The results herein do not denote or represent a medical or clinical diagnosis or conclusion.

EMSL Analytical (Westmont, NJ) is accredited by the American Industrial Hygiene Association (AIHA) in the EMLAP accreditation program for specified Field(s) of Testing as documented on the scope of accreditation. Please visit our website at http://www.emsl.com for more information about our certifications and accreditations.

EMSL Analytical, Inc. - Microbiology

200 Route 130 N, Cinnaminson, NJ 08077, Tel: 800-220-3675, Fax:856-786-0262

Client: Water & Air Research, Inc.
6821 Southwest, Archer Road
Gainesville, FL 32608
Attention: William C. Zegel
Project: Holbrook

EMSL Order ID: 371108514
Date Received: 7/11/2011
Date Analyzed: 7/12/2011
Date Reported: 7/14/2011

Environmental Relative Moldiness Index (ERMI) by Mold Specific Quantitative Polymerase Chain Reaction (MSQPCR) (EMSL Test Code:M050)

based on USA EPA SOP MERB-020, Revision No. 3, 7/11/02

Lab Sample Number	8514-1	8514-2	8514-3	8514-4
Client Sample ID	1	2	3	4
Sample Location	Entry	106 East	108 West	107 North
Sample size	5mg Dust	5mg Dust	5mg Dust	5mg Dust
EPA 36 Species Identification				
Group 1	Spores E./mg dust	Spores E./mg dust	Spores E./mg dust	Spores E./mg dust
Aspergillus flavus	ND	ND	ND	ND
Aspergillus fumigatus	ND	ND	ND	ND
Aspergillus niger	1,160	55	9	9
Aspergillus ochraceus	ND	ND	ND	ND
Aspergillus penicillioides	1,328	359	150	6
Aspergillus restrictus	ND	ND	ND	ND
Aspergillus sclerotiorum	ND	ND	ND	ND
Aspergillus sydowii	ND	ND	ND	ND
Aspergillus unguis	25	ND	ND	2
Aspergillus versicolor	ND	ND	ND	ND
Eurotium (A.) amstelodami	ND	10	19	ND
Aureobasidium pullulans	11,212	72	410	10
Chaetomium globosum	ND	ND	ND	ND
Cladosporium sphaerospermum	77	12	188	51
Paecilomyces variotii	46	ND	ND	ND
Penicillium brevicompactum	ND	ND	ND	ND
Penicillium corylophilum	ND	ND	ND	ND
Penicillium crustosum (group2)	ND	ND	ND	ND
Penicillium purpurogenum	ND	ND	ND	ND
Penicillium spinulosum	ND	ND	ND	ND
Penicillium variabile	ND	ND	ND	ND
Scopulariopsis brevicaulis	ND	ND	ND	1
Scopulariopsis chartarum	ND	ND	ND	ND
Stachybotrys chartarum	ND	ND	ND	ND
Trichoderma viride	14	ND	ND	7
Wallemia sebi	33	7	75	13
Sum of the Logs	**17.8**	**9.1**	**11.2**	**6.9**

EMSL Analytical, Inc. - Microbiology

200 Route 130 N, Cinnaminson, NJ 08077, Tel: 800-220-3675, Fax:856-786-0262

Client: Water & Air Research, Inc.
6821 Southwest, Archer Road
Gainesville, FL 32608
Attention: William C. Zegel
Project: Holbrook

EMSL Order ID: 371108514
Date Received: 7/11/2011
Date Analyzed: 7/12/2011
Date Reported: 7/14/2011

Environmental Relative Moldiness Index (ERMI) by Mold Specific Quantitative Polymerase Chain Reaction (MSQPCR) (EMSL Method:M050)

based on USA EPA SOP MERB-020, Revision No. 3, 7/11/02

Lab Sample Number Client Sample ID Sample Location Sample size	8514-1 1 Entry 5mg Dust	8514-2 2 106 East 5mg Dust	8514-3 3 108 West 5mg Dust	8514-4 4 107 North 5mg Dust
EPA 36 Species Identification **Group 2**	Spores E./mg dust	Spores E./mg dust	Spores E./mg dust	Spores E./mg dust
Acremonium strictum	ND	ND	ND	ND
Alternaria alternata	ND	ND	ND	ND
Aspergillus ustus	217	33	2	3
Cladosporium cladosporioides I	452	ND	709	11
Cladosporium cladosporioides II	ND	ND	ND	ND
Cladosporium herbarum	ND	ND	ND	ND
Epicoccum nigrum	123	42	843	87
Mucor and Rhizopus group	215	4	14	31
Penicillium chrysogenum	ND	ND	ND	ND
Rhizopus stolonifer	ND	ND	ND	2
Sum of the Logs	**9.4**	**3.7**	**7.1**	**5.3**
ERMI Value:	**8**	**5**	**4**	**2**
ERMI Interpretation* (see graph and description below)	**Level 4**	**Level 4**	**Level 3**	**Level 3**

ND=None detected; the result is below the analytical detection limit or not present.

USEPA License No: 0240-02

Quanyi "Charlie" Li, Ph.D.
Director, PCR and DNA Analysis Lab
EMSL Analytical, Inc.

EMSL Analytical, Inc.
200 Route 130 N Cinnaminson, NJ 08077
Tel: 800-220-3675 Fax: 856-786-0262
www.EMSL.com

EMSL Order: 371108514

1. Description of Analysis

Analytical Laboratory:

EMSL Analytical, Inc (EMSL) is a nationwide, full service, analytical testing laboratory network providing Asbestos, Mold, Indoor Air Quality, Microbiological, Environmental, Chemical, Forensic, Materials, Industrial Hygiene and Mechanical Testing services since 1981. Ranked as the premier independently owned environmental testing laboratory in the nation, EMSL puts analytical quality as its top priority. This quality is recognized by many well-respected federal, state and private accrediting agencies, such as AIHA's EMLAP and EMPAT programs, and assured by our high quality personnel, including many Ph.D. microbiologists and mycologists.

EMSL is an independent laboratory that performed the analysis of these samples. EMSL did not conduct the sampling or site investigation for this report. The samples referenced herein were analyzed under strict quality control procedures using state-of-the-art molecular methods.

Analytical Method:

Mold specific quantitative polymerase chain reactions (MSQPCR) was developed by a team of EPA researchers. MSQPCR utilizes EPA-patented molecular diagnostics methods for detecting and quantifying species of mold. The benefits of this technology include:

- A fast, accurate, and sensitive DNA-based analytical method for identifying and quantifying molds to the species level.
- Looks for the presence of DNA sequences that are unique to a particular mold species.
- Utilizes a DNA sequence detection system to monitor the presence and concentration of a specific mold in "REAL TIME". As a mold-unique sequence is detected and amplified, fluorescent signal molecules are simultaneously released and measured. No fluorescence = no target mold.

Real-Time PCR is a DNA-based analytical method. What is DNA?

- DNA is a nucleic acid that carries the genetic information that is unique to every organism. DNA sequences determine individual hereditary characteristics.
- DNA can be found in every cell in every living (or previously living) organism. For example, humans have DNA in their skin cells and blood cells and fungi have DNA in their spores and hyphae.

ERMI Development:

EPA researchers developed the Environmental Relative Moldiness Index (ERMI) in order to standardize the sampling and analytical methods available to indoor air quality consultants, researchers, and homeowners. The long term goal is to help better understand the risks of mold exposure to the health of occupants. The ERMI specifically measures the mold-burden in a home. The ERMI consists of values for 36 molds broken down into two groups, 26 in group 1; that represented the species associated with water-damaged environments, and 10 species in group 2; that are considered common mycoflora in homes.

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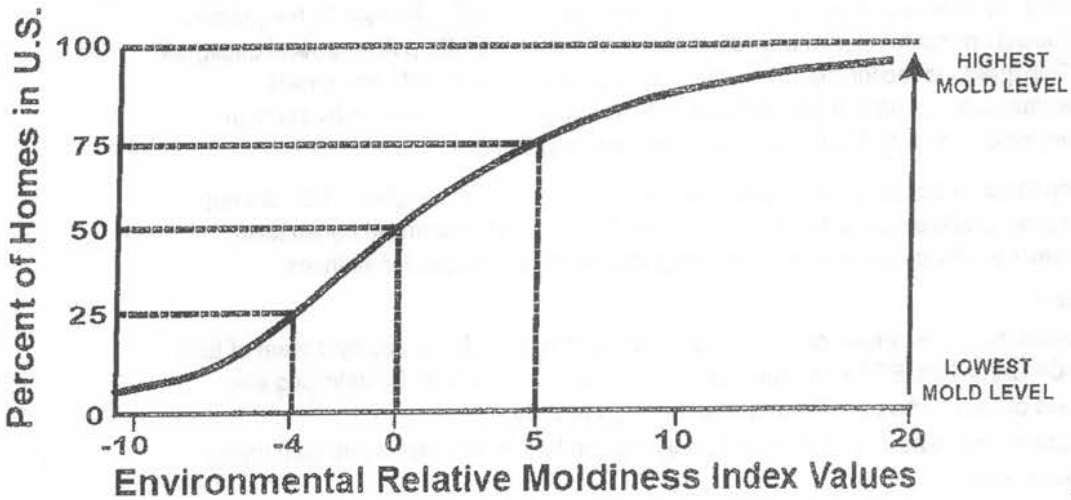
EMSL Order: 371108514

The US Department of Housing and Urban Development conducted the American Health Homes Survey in 2006. As part of this study, dust samples were collected from the bedroom and living room of 1096 homes across the US. Each composite sample was tested by MSQPCR for the ERMI. From this study, researchers were able to develop the following ERMI scale:



2. Understanding the Results

EMSL Analytical, Inc. is an independent laboratory, providing unbiased and scientifically valid results. These data represent only a portion of an overall IAQ investigation. Visual information and environmental conditions measured during the site assessment (humidity, moisture readings, etc.) are crucial to any final interpretation of the results. Many factors impact the final results; therefore, result interpretation should be conducted with caution.

ERMI Interpretation:
The mold burden of a home can be defined by two factors; the quantity of each mold species and the diversity of species present. The ERMI takes into account both of these factors and measures the long term mold burden. A relatively new water damage event with ensuing mold growth may not be detected by the ERMI as the spores must undergo an equilibration period. Other changes in the home, such as new carpets, must be interpreted in conjunction with the ERMI result.

The ERMI consists of the Group 1 water damage indicator species and the Group 2 commonly occurring species. There are cases whereby species found in one group could easily be categorized in the other group but in general the grouping holds true. Also the ERMI uses a combination

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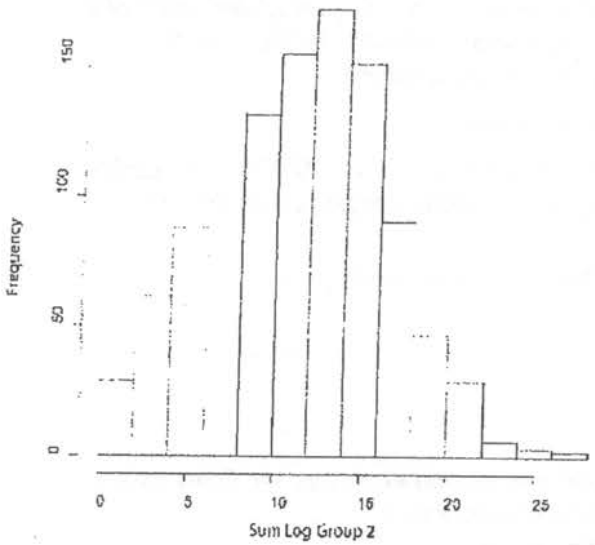
of 36 molds to determine the mold burden in a home and does not rely on one or two species. Homes with an ERMI Level 3 are more likely to have a mold problem. Homes with an ERMI Level 4 have the greatest likelihood of having a mold problem. Homes with an ERMI Level 2 are less likely of having a mold problem and homes with an ERMI Level 1 are least likely of having a mold problem.



The above figure shows the distribution of the sum of the logs of the Group 2 species from the American Health Homes Survey conducted by HUD. If the reported Group 2 value falls towards the outside of either end of this scale then a reason must be sought. For example, if your Group 2 value is 1 meaning there are fewer common molds than we would have expected in a normal home. Perhaps it is a new construction or recently remediated environment. If you have a very high group two value (>20), it may be possible that the home is contaminated with species found in Group 2 and is not representative of normal background levels.

Fungal spores are found everywhere. Whether or not symptoms develop in people exposed to fungi depends on the nature of the fungal material (e.g., allergenic, toxic, or infectious), the exposure level, and the susceptibility of exposed persons. Susceptibility varies with the genetic predisposition (e.g., allergic reactions do not always occur in all individuals), age, pre-existing medical conditions (e.g., diabetes, cancer, or chronic lung conditions), use of immunosuppressive drugs, and concurrent exposures. These reasons make it difficult to identify dose/response relationships that are required to establish "safe" or "unsafe" levels (i.e., permissible exposure limits).

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It is generally accepted in the industry that indoor fungal growth is undesirable and inappropriate, necessitating removal or other appropriate remedial actions. The New York City guidelines and EPA guidelines for mold remediation in schools and commercial buildings define the conditions warranting mold remediation. Always remember that water is the key. Preventing water damage or water condensation will prevent mold growth.

This report is not intended to provide medical advice or advice concerning the relative safety of an occupied space. Always consult an occupational or environmental health physician who has experience addressing indoor air contaminants if you have any questions.

Detection of multiple organisms in real-time q-PCR assays:

Certain species of mold are too genetically similar to be distinguished by MSQPCR. Thus positive or negative detection of any of these molds also suggests positive or negative detection of their genetically similar counterparts.

Eurotium (Aspergillus) amstelodami */ chevalieri/ herbariorum/ rubrum/ repens*
Aspergillus flavus */ oryzae*
Aspergillus fumigatus *, Neosartorya fischeri*
Aspergillus niger */ foetidus/ phoenicus*
Aspergillus restrictus */ caesillus/conicus*
Mucor and Rhizopus group */ Mucor*
Penicillium chrysogenum */ griseofulvum/ glandicola/ coprophilum/ expansum and Eupenicillium*
Penicillium crustosum */ camembertii/ commune/ echinulatum/ solitum*
Penicillium spinulosum */ glabrum/lividum/thomii/purpurescens*
Scopulariopsis brevicaulis */ fusca*
Trichoderma viride */ atroviride/ koningii*

Positive and negative controls:

A positive control is performed with every sample to prevent false negatives and to ensure the success of PCR amplification. An internal sample control is performed with every sample to test the success of DNA extraction and presence of inhibitors. It is also used for quantitative purposes. Negative controls are performed for each species tested for each client project in order to rule out laboratory contamination as the source of any positively detected molds and to prevent false positives. These controls are necessary to ensure quality results.

3. References and Informational Links

Articles

Quantification of Stachybotrys chartarum conidia in indoor dust using real time, fluorescent probe-based detection of PCR products. 2001. Jennie D Roe, Richard A Haugland, Stephen J Vesper and Larry J Wymer. JEAEE Vol.11.

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Rapid Monitoring by Quantitative Polymerase Chain Reaction for Pathogenic Aspergillus During Carpet Removal From a Hospital. 2004. Alice N. Neely, PhD, Vince Gallardo, MS, Ed Barth, MS, Richard A. Haugland, PhD, Glenn D. Warden, MD, and Stephen J. Vesper, PhD. Infection Control and Hospital Epidemiology, Vol. 25.

Quantitative Polymerase Chain Reaction Analysis of Fungi in Dust From Homes of Infants Who Developed Idiopathic Pulmonary Hemorrhaging. 2004. Vesper, Stephen J. PhD; Varma, Manju PhD; Wymer, Larry J. MS; Dearborn, Dorr G. MD, PhD; Sobolewski, John MS; Haugland, Richard A. PhD. Journal of Occupational & Environmental Medicine. 46(6):596-601.

Real-time PCR analysis of molds is performed at EMSL Analytical, Inc. in agreement with the Patent License Agreement between EMSL Analytical, Inc. and the United States Environmental Protection Agency's National Exposure and Research Laboratory-CI as well as the Patent License Agreement between EMSL Analytical, Inc. and Applied Biosystems.

For further technical information regarding the development of the Environmental Relative Moldiness Index refer to the April 2006 issue of "The Synergist" pages 39-43 or www.epa.gov/iaq

Books

Bioaerosols: Assessment and Control. Janet Macher, Ed., American Conference of Governmental

Exposure Guidelines for Residential Indoor Air Quality. Environmental Health Directorate, Health Protection Branch, Health Canada, Ottawa, Ontario, 1989.

Fungal Contamination in Public Buildings: Health Effects and Investigation Methods. Health Canada, Ottawa, Ontario, 2004.

IICRC: S500 Standard and Reference Guide for Professional Water Damage Restoration. 3rd Edition, Institute of Inspection, Cleaning, and Restoration Certification, Vancouver, WA, 2006

IICRC: S520 Standard and Reference Guide for Professional Mold Remediation. 1st Edition, Institute of Inspection, Cleaning, and Restoration Certification, Vancouver, WA, 2004

Field Guide for the Determination of Biological Contaminants in Environmental Samples. 2nd Edition, American Industrial Hygiene Association, 2005.

Consumer Links

Read the full text of AIHA's "The Facts About Mold" consumer brochure.
http://www.aiha.org/content/accessinfo/consumer/factsaboutmold.htm

The Occupational Safety and Health Administration (OSHA)
http://www.osha.gov/SLTC/molds/index.html

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CDC Mold Facts
http://www.cdc.gov/mold/faqs.htm

CDC Stachybotrys – Questions and answers on Stachybotrys chartarum and other molds
http://www.cdc.gov/nceh/airpollution/mold/stachy.htm

IOM, NAS: Clearing the Air: Asthma and Indoor Air Exposures
http://fermat.nap.edu/books/0309064961/html/index.html

National Library of Medicine-Mold website
http://www.nlm.nih.gov/medlineplus/molds.html

California Department of Health Services (CADOHS)
http://www.cal-iaq.org/mold0107.htm

Minnesota Department of Health
http://www.health.state.mn.us/divs/eh/indoorair/mold/index.html

New York City Department of Health and Mental Hygiene
http://www.nyc.gov/html/doh/html/epi/moldrpt1.shtml

H.R.: The United States Toxic Mold Safety and Protection Act
http://www.house.gov/conyers/mold.htm

EPA

"Should You Have the Air Ducts in Your Home Cleaned?"
http://www.epa.gov/iaq/pubs/airduct.html

"Fact Sheet: Flood Cleanup - Avoiding Indoor Air Quality Problems."
http://www.epa.gov/iaq/pubs/flood.html

General information about molds and actions that can be taken to clean up or prevent a mold problem.
http://www.epa.gov/iaq/asthma/triggers/molds.html

A Brief Guide to Mold, Moisture, and Your Home" Includes basic information on mold, cleanup guidelines, and moisture and mold prevention
http://www.epa.gov/iaq/molds/moldguide.html

"Mold Remediation in Schools and Commercial Buildings" – Information on remediation in schools
http://www.epa.gov/iaq/molds/mold-remediation.html

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FEMA

"Homes That Were Flooded May Harbor Mold Problems" – Information and tips for cleaning mold.
http://www.fema.gov/diz01/d1364n18.shtm

"Mold Can Damage Home and Health" – How to check for mold, potential health effects of mold, and how to treat mold in the home.
http://www.fema.gov/diz01/d1379n41.shtm

"Prompt Flood Cleanup Can Help Prevent Health Problems" – How to clean up in-house mold problems (not large or serious exposures).
http://www.fema.gov/diz99/d1279n09.shtm

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Important Terms, Conditions, and Limitations

A. Sample Retention

Samples analyzed by EMSL will be retained for 60 days after analysis date. Storage beyond this period is available for a fee with written request prior to the initial 30 day period. Samples containing hazardous/toxic substances which require special handling will be returned to the client immediately. EMSL reserves the right to charge a sample disposal fee or return samples to the client.

B. Change Orders and Cancellation

All changes in the scope of work or turnaround time requested by the client after sample acceptance must be made in writing and confirmed in writing by EMSL. If requested changes result in a change in cost the client must accept payment responsibility. In the event work is cancelled by a client, EMSL will complete work in progress and invoice for work completed to the point of cancellation notice. EMSL is not responsible for holding times that are exceeded due to such changes.

C. Warranty

EMSL warrants to its clients that all services provided hereunder shall be performed in accordance with established and recognized analytical testing procedures and with reasonable care in accordance with applicable federal, state and local laws. The foregoing express warranty is exclusive and is given in lieu of all other warranties, expressed or implied. EMSL disclaims any other warranties, express or implied, including a warranty of fitness for particular purpose and warranty of merchantability.

D. Limits of Liability

In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. EMSL will not be held responsible for the improper selection of sampling devices even if we supply the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to insure that a valid sample is taken for analysis. Any resampling performed will be at the sole discretion of EMSL, the cost of which shall be limited to the reasonable value of the original sample delivery group (SDG) samples. In no event shall EMSL be liable to a client or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder.

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E. Indemnification

Client shall indemnify EMSL and its officers, directors and employees and hold each of them harmless for any liability, expense or cost, including reasonable attorney's fees, incurred by reason of any third party claim in connection with EMSL's services, the test result data or its use by client.

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August 9, 2011 Regular BoCC Meeting
Agenda Item #37

Title
Amend the FY11 Capital Improvement Program (CIP) for an HVAC Motor Replacement Project funded from the Utility Savings Reinvestment Program (USRP). (Amended)

Amount
$104,615.00

Description
Request to Amend the FY11 Capital Improvement Program (CIP) for an HVAC Motor Replacement Project funded from the Utility Savings Reinvestment Program (USRP).

Recommendation
Approve budget amendment and authorize amending the FY11 Capital Improvement Program (CIP) to include the design, engineering and implementation of the HVAC Motor Replacement Project.

Alternative(s)
Do not approve and advise staff

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Budget Amendment, Prioritized List of Future USRP Projects and Amended FY11 CIP.

Documents Requiring Action
Budget Amendment

Executive Summary
Facilities Management is requesting the Board approve moving forward with the design, engineering and implementation of the HVAC Motor Replacement Project. A prioritized Master Energy Savings Project List was presented to the Board at the September 07, 2010 Board Meeting. The HVAC Motor Replacement was ranked as priority one. Benefits of replacing the motors are as follows: · Allows staff to replace old and inefficient motors with new reliable motors · Enables staff correctly size motors to application, correcting old and bad engineering practices of designing facilities with oversized motors · Replaces old motors with adjustable speed drives supporting fans and pumps · Replaces old motors with newer, higher efficiency motors can improve energy efficiency significantly while enhancing equipment reliability, up-time and productivity · Installing variable frequent drives on motors allows motors to slow down and consume only what's needed The exact cost of this project and its energy savings will not be known until the design and engineering is complete.

Background
At the County Commission meeting on February 23, 2010, the Board directed staff to develop a process and a separate financial account into which utility savings from conservation and efficiency enhancements to County facilities are sequestered. These funds will be considered for reinvestment in conservation enhancements through each year's capital improvements program. A prioritized

Master Energy Savings project list was presented to the Board at the September 07, 2010 Board Meeting. The Utility Savings Reinvestment Program (USRP) shall redirect cost savings from utility conservation, efficiency and renewable energy enhancements to implement additional utility savings projects for County facilities. Utility savings will supplement, not supplant, County capital and capital preservation projects that result in utility savings. Currently there are two energy saving projects contributing to the USRP Fund. In 2008 staff completed the Jail Water ICON Project with an estimated annual savings of 17m gallons of water and in 2010 staff completed the replacement of over 31,000 T8 (32) watts lamps with the third generation T8 (24) watt lamps. These two projects contribute a portion of the estimated energy saving to the USRP Fund, $38,000 and $40,000 respectively. Staff has also worked closely with Atawa Rollins, GRU Senior Account Executive and applied for and received energy savings rebates. These rebates have been places in the USRP fund. Energy Related Projects Rebate Received Countywide Relamping Project $35,949 EMS # 10 (New Construction) (State of FL rebate) $2,064 Annex Building HVAC (Heat Pump) Upgrade $3,065 Admin Building HVAC Upgrades $40,000 ACSO Headquarters Chiller/Air Dist Replacement $2,357 Split DX HVAC SOE Warehouse $550 ACSO Jail Kitchen Renovation (Tray Washer) (Phase I) $14,296 Total $98,281 The County's Administration Building was constructed in 1958 and many of the mechanical components, including the air handlers, drives, frames and sheaves are original. These items are old, inefficient and unreliable. There are approximately 33 motors of various sizes ranging from 10 horsepower down to a host of smaller fractional motors. In 2011, County Facilities conducted a Facility Condition Inspection (FCI) and noted a host of mechanical components that have exceeded their life expectancy. Major components, i.e. chillers, cooling towers, boilers, and compressors have already been replaced leaving the motors to be done. The impact of an efficient and fully functional motor is critical to the day-to-day operations; for example, on July 3rd, 2010 the original motor supporting the main chiller pump in the County Administration Building went out, shutting down the entire HVAC system. County Facilities responded and installed a $20,348 temporary chiller providing cooling until we got a new unit installed. The total cost to the County was $27,764.00. The cost to replace the old motor, if done earlier, would have been $5100.00.

Issues

New equipment and retrofits are not individually metered. Therefore, staff is unable to determine exact savings. Estimated savings are provided based on an Engineers calculation using the consumption differences in the components, historical consumption/usage information and a set of known parameters. Despite implementing energy saving efforts, there are many outside influences such as weather, addition of equipment, changes in the hours of operation, personal behavior, equipment such as space heaters, personal refrigerators, etc… These outside influences will change the actual energy usage/savings within a given building.

Fiscal Recommendation

Approve the budget amendment to provide budget to begin the design, engineering and implementation of the HVAC Motor Replacement Project.

Fiscal Alternative(s)

N/A

Funding Sources

Utility Savings Reinvestment Program – Fund 210

Account Code(s)

210-1881-519.various accounts

Attachment: usrp motor.pdf

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Utility Reinvestment Capital	Component Unit	Repairs and Maint	210-9900-519.46-00		(104,615)
2	Utility Reinvestment Capital	Administration	Repairs and Maint	210-1881-519.46-30		104,615
3						
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 0 | 0

COMBINED TOTAL: 0

REASON FOR AMENDMENT: Utility Reinvestment for Motor Replacement

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD: for Betty Baker 7/26/11

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

Master Energy Savings/Initiatives and Rebate Program

PRIORITIZED

#	PROJECT	TYPE OF ENERGY SAVINGS	REBATE Applied (**A**) or Eligible (**E**)	YEAR
1	HVAC Motor Replacement Countywide	HVAC	E	2011
2	Countywide Building Envelope Weatherization	ELEC	TBD	2011
3	Power Line Controls at Health Dept & CSS	ELEC	E	2012
4	Power Line Controls Upgrade at Civil Courthouse	ELEC	E	2011
5	Countywide Occupancy Sensor Installation Project	ELEC	E	2011
6	Power Line Controls at Wilson Building	ELEC	E	2012
7	Power Line Controls at Public Defender's Building	ELEC	E	2012
8	Power Line Controls at State Attorney Building	ELEC	E	2012

ab/cjFAC090310

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
01 - Capital Preservation: Court Related Facilities (037)								
Mid-Year Additions (FY11 Adjustments)								
11CFM09 - ADDED - SAO - Window Replacement & Facade Upgrade	14,723	14,723	0	0	0	0	0	0
11CFM10 - ADDED - PD - Window Replacement & Facade Upgrade	17,840	17,840	0	0	0	0	0	0
Mid-Year Additions (FY11 Adjustments)	**32,563**	**32,563**	**0**	**0**	**0**	**0**	**0**	**0**
Preservation: Court Related Facilities (037)	**32,563**	**32,563**	**0**	**0**	**0**	**0**	**0**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
02 - Capital Preservation: General Facilities (200)								
Mid-Year Additions (FY11 Adjustments)								
10GFM15 - Added - ACSO Wind Shutter Retrofit for HQ and CCC	125,641	125,641	0	0	0	0	0	0
10GFM16 - Added - Emergency Power Line and Light Management Control	58,000	58,000	0	0	0	0	0	0
10GFM17 - Added - Emergency ACSO Jail Loading Dock Lift	56,094	56,094	0	0	0	0	0	0
10GFM21 - Added - Admin Bldg Security Cameras	38,000	38,000	0	0	0	0	0	0
10GFM23 - Added - Tax Collector Server Room Renovation	33,159	33,159	0	0	0	0	0	0
10GFM24 - Added - ACSO Jail Loading Dock Lift	56,094	56,094	0	0	0	0	0	0
11GFM11 - Added - Sheriff Jail Server Room HVAC	37,201	37,201	0	0	0	0	0	0
11GFM12 - Added - Tax Collector Renovation Kitchen/Bathroom	45,000	45,000	0	0	0	0	0	0
11GFM13 - Added - Sheriff - Jail Shower Tile Repair	46,716	46,716	0	0	0	0	0	0
11GFM16 - Added - Tax Collector Downtown Office Renovation	46,013	46,013	0	0	0	0	0	0
Mid-Year Additions (FY11 Adjustments)	**541,918**	**541,918**	0	0	0	0	0	0
apital Preservation: General Facilities (200)	**541,918**	**541,918**	0	0	0	0	0	0

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
03 - Utility Savings Reinvestment Program (210)								
Mid-Year Additions (FY11 Adjustments)								
11USR02 - ADDED - Countywide HVAC Motor Replacements	104,615	104,615	0	0	0	0	0	0
Mid-Year Additions (FY11 Adjustments)	**104,615**	**104,615**	**0**	**0**	**0**	**0**	**0**	**0**
Utility Savings Reinvestment Program (210)	**104,615**	**104,615**	**0**	**0**	**0**	**0**	**0**	**0**

Project	CIP Total	Appro. To Date	FY 2012 Budget	FY 2013 Budget	FY 2014 Budget	FY 2015 Budget	FY 2016 Budget	Future Funding
10 - Court Related Facilities (334)								
Mid-Year Additions (FY11 Adjustments)								
11CFM009 - Added - HVAC Replacement - Civil Courthouse	1,346,795	1,346,795	0	0	0	0	0	1,553,205
Mid-Year Additions (FY11 Adjustments)	**1,346,795**	**1,346,795**	**0**	**0**	**0**	**0**	**0**	**1,553,205**
10 - Court Related Facilities (334)	**1,346,795**	**1,346,795**	**0**	**0**	**0**	**0**	**0**	**1,553,205**
Report Total	**2,025,891**	**2,025,891**	**0**	**0**	**0**	**0**	**0**	**1,553,205**

August 9, 2011 Regular BoCC Meeting
Agenda Item #38

Title
Shredder for the Transfer Station RFP 10415 (Amended)

Amount
N/A

Description
Request approval of the Finance Report to reject all proposals and cancel RFP 10-415; Solid Waste Shredder for the Transfer Station.

Recommendation
Approve the Finance Report to reject all proposals and cancel RFP 10-415; Solid Waste Shredder for the Transfer Station

Alternative(s)
That the Board not reject the proposals and provide staff with direction for RFP 10-415; Solid Waste Shredder for the Transfer Station.

Requested By
Rick Hedrick/Larry M. Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the finance report to reject all proposals and cancel RFP 10-415; Solid Waste Shredder for the Transfer Station.

Background
RFP 10-415; Solid Waste Shredder for the Transfer Station was advertised on October 28, 2009 and November 4, 2009. The deadline for receipt of the RFP was November 25, 2009. Two (2) vendors responded for this RFP. The Finance Report to award and authorize staff to negotiate a contract was signed by the Board on May 11, 2010. The Public Works Department has decided to reject all proposals due to the redirection of the Transfer Station to a Resource Recovery Facility.

Issues
If the RFP is not rejected, a funding source would need to be identified.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
$0.00

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 10415FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

July 26, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director

Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #10-415; Solid Waste Shredder for the Transfer Station

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, November 25, 2009
Advertisement Dates:	October 28, 2009 and November 4, 2009
Notifications sent to:	61
Solicitations Requested by:	13
Responses Received From:	4

Firms:

Hammel New York, LLC Bohemia, NY	SSI Shredding Systems, Inc. Wilsonville, OR
***Morbark, Inc.* *Winn, MI*	***Shredderhotline.com Company, Inc.* *Streator, IL*

*** **Vendor Deemed Non-Responsive***

ADMINISTRATIVE RECOMMENDATION:

That the Board reject all proposals and cancel RFP #10-415; Solid Waste Shredder for the Transfer Station.

APPROVED THIS 9th DAY OF August, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LMS/mm

Deena Tularam

om: Kim B. Baldry
Sent: Wednesday, July 27, 2011 12:23 PM
To: Deena Tularam; Karin Smith; Tricia Kyzar
Subject: FW: Leave

In case I sign something for you

From: Betty Baker (Administrative Services Director)
Sent: Wednesday, July 27, 2011 8:36 AM
To: Kim B. Baldry
Subject: Out of Office: Leave

I am currently out of the office. Kim Baldry Human Resources Manager, is acting in my absence. If you need assistance, please call 352 374 5219.

August 9, 2011 Regular BoCC Meeting
Agenda Item #39

Title
Quarterly Hiring Activity Report for the 3rd Quarter of Fiscal Year 2010-2011 (Amended)

Amount
N/A

Description
The Board of County Commissioners directed the Human Resources Office and the Equal Opportunity Office to prepare and present a quarterly hiring activity report to the Board at a regularly scheduled meeting. The report for the 3rd quarter of Fiscal Year 2010-2011 is attached.

Recommendation
Accept the Quarterly Hiring Activity Report for the 3rd Quarter of Fiscal Year 2010-2011.

Alternative(s)
Do not accept the Quarterly Hiring Activity Report for the 3rd Quarter of Fiscal Year 2010-2011.

Requested By
Kim Baldry

Originating Department
Administrative Services/Human Resources

Attachment(s) Description
Quarterly HiringActivity Report for the 3rd Quarter of Fiscal Year 2010-2011

Documents Requiring Action
NA

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

Background
On October 12, 2010, the Board approved revisions to a number of Employee Policies, including additions to Policy #4-6, #9 a. and #9.b. The additions to the policies directed the Human Resources and Equal Opportunity Offices to create and present quarterly and annual reports to the Board regarding employee actions. The third quarterly report for FY 2010-2011 is attached.

Issues
NA

Fiscal Recommendation
NA

Fiscal Alternative(s)

NA

Funding Sources
NA

Account Code(s)
NA

Attachment: 3rd quarter fy2011 hiring activty report.pdf

SUMMARY of EMPLOYEE STATUS CHANGES
FY 2011 QTR 3
(04/01/2011 to 06/30/2011)

		GENDER		ETHNICITY						
STATUS CHANGE	TOTAL	MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN	NATIVE HAWAIIAN/ PACIFIC ISLANDER
HIRES	36	24	12	25	5	0	4	2	0	0
PROMOTION	12	10	2	10	2	0	0	0	0	0
TRANSFERS	2	0	2	0	2	0	0	0	0	0
RECLASS	1	1	0	1	0	0	0	0	0	0
OUT OF CLASS	0	0	0	0	0	0	0	0	0	0
DEMOTION	0	0	0	0	0	0	0	0	0	0
TERMINATION	24	16	8	22	0	0	1	0	1	0
TOTAL	75	51	24	58	9	0	5	2	1	0

EMPLOYEE STATUS CHANGES FY 2011 QTR 3
(04/01/2011 TO 06/30/2011)

			GENDER		ETHNICITY						
STATUS	CATEGORY		MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN	NATIVE HAWAIIAN / PACIFIC ISLANDER
HIRES	OFFICIALS/ADM	0	0	0	0	0	0	0	0	0	0
	PROFESSIONAL	7	1	6	3	1	0	2	1	0	0
	ADMIN SUPPORT	3	0	3	3	0	0	0	0	0	0
	SERVICE MAINT	9	6	3	6	2		0	1	0	0
	PROTECTIVE SERV NON-SWORN	0	0	0	0	0	0	0	0	0	0
	PROTECTIVE SERV SWORN	13	13	0	9	2	0	2	0	0	0
	TECHNICIANS	4	4	0	4	0	0	0	0	0	0
	SKILLED CRAFT	0	0	0	0	0	0	0	0	0	0
	TOTAL	36	24	12	25	5	0	4	2	0	0
PROMOTION	OFFICIALS/ADM	0	0	0	0	0	0	0	0	0	0
	PROFESSIONAL	4	3	1	3	1	0	0	0	0	0
	ADMIN SUPPORT	1	0	1	1	0	0	0	0	0	0
	SERVICE MAINT	0	0	0	0	0	0	0	0	0	0
	PROTECTIVE SERV NON-SWORN	0	0	0	0	0	0	0	0	0	0
	PROTECTIVE SERV SWORN	6	6	0	5	1	0	0	0	0	0
	TECHNICIANS	0	0	0	0	0	0	0	0	0	0
	SKILLED CRAFT	1	1	0	1	0	0	0	0	0	0
	TOTAL	12	10	2	10	2	0	0	0	0	0

EMPLOYEE STATUS CHANGES FY 2011 QTR 3
(04/01/2011 TO 06/30/2011)

			GENDER		ETHNICITY						
STATUS	CATEGORY		MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN	NATIVE HAWAIIAN / PACIFIC ISLANDER
TRANSFERS (VOLUNTARY & LATERAL TRANSFRES)											
	PROFESSIONAL	2	0	2	0	2	0	0	0	0	0
	TOTAL	2	0	2	0	2	0	0	0	0	0
RECLASS											
	TECHNICIANS	1	1	0	1	0	0	0	0	0	0
	TOTAL	1	1	0	1	0	0	0	0	0	0
OUT OF CLASS											
	PROFESSIONAL	0	0	0	0	0	0	0	0	0	0
	TOTAL	0	0	0	0	0	0	0	0	0	0
DEMOTION											
	TOTAL	0	0	0	0	0	0	0	0	0	0
TERMINATION	PROFESSIONAL	7	5	2	6	0	0	0	0	1	0
	ADMIN SUPPORT	3	1	2	3	0	0	0	0	0	0
	SERVICE MAINT	2	1	1	2	0	0	0	0	0	0
	PROTECTIVE SERV SWORN	4	2	2	3	0	0	1	0	0	0
	TECHNICIANS	5	4	1	5	0	0	0	0	0	0
	SKILLED CRAFT	3	3	0	3	0	0	0	0	0	0
	TOTAL	24	16	8	22	0	0	1	0	1	0

EMPLOYEE STATUS CHANGES FY 2011 QTR 3 BY DEPARTMENT
(04/01/2011 to 06/30/2011)

	STATUS	CATEGORY		GENDER		ETHNICITY					
				MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN
	HIRES	PROFESSIONAL	1	0	1	1	0	0	0	0	
		ADM SUPPORT	1	0	1	1	0	0	0	0	
	PROMOTION	PROFESSIONAL	1	1	0	0	1	0	0	0	
AL			3	1	2	2	1	0	0	0	
	HIRES	SERVICE MAINT	2	2	0	0	2	0	0	0	
AL			2	2	0	0	2	0	0	0	
T	HIRES	PROFESSIONAL	1	0	1	0	0	0	1	0	
	TERMINATION	PROFESSIONAL	1	1	0	1	0	0	0	0	
AL			2	1	1	1	0	0	1	0	

EMPLOYEE STATUS CHANGES FY 20__ QTR 3 BY DEPARTMENT
(04/01/2011 to 06/30/2011)

	STATUS	CATEGORY		GENDER		ETHNICITY					
				MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN
	HIRES	PROFESSIONAL	2	0	2	0	1	0	0	1	
		PROTECT/SRVCS SWORN	1	1	0	1	0	0	0	0	
	TRANSFERS / VOLUNTEER	PROFESSIONAL	2	0	2	0	2	0	0	0	
	TERMINATION	PROFESSIONAL	1	0	1	1	0	0	0	0	
		PROTECT/SRVCS SWORN	1	0	1	1	0	0	0	0	
AL			7	1	6	3	3	0	0	1	
	PROMOTION	PROFESSIONAL	3	2	1	3	0	0	0	0	
	TERMINATION	ADMIN SUPPORT	1	0	1	1	0	0	0	0	
		PROFESSIONAL	3	2	1	3	0	0	0	0	
		TECHNICIAN	1	1	0	1	0	0	0	0	
AL			8	5	3	8	0	0	0	0	

EMPLOYEE STATUS CHANGES FY 2011 QTR 3 BY DEPARTMENT
(04/01/2011 to 06/30/2011)

	STATUS	CATEGORY		GENDER		ETHNICITY					
				MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN
	HIRES	TECHNICIAN	3	3	0	3	0	0	0	0	
		ADMIN SUPPORT	1	0	1	1	0	0	0	0	
		PROTECTIVE SERV SWORN	12	12	0	8	2	0	2	0	
	PROMOTION	ADMIN SUPPORT	1		1	1	0	0	0	0	
		PROTECTIVE SERV SWORN	6	6	0	5	1	0	0	0	
	RECLASS	TECHNICIAN	1	1	0	1	0	0	0	0	
	TERMINATION	PROTECTIVE SERV SWORN	3	2	1	2	0	0	1	0	
		TECHNICIAN	4	3	1	4	0	0	0	0	
AL			31	27	4	25	3	0	3	0	
	HIRES	PROFESSIONAL	2	1	1	2	0	0	0	0	
	TERMINATION	PROFESSIONAL	1	1	0	1	0	0	0	0	
AL			3	2	1	3	0	0	0	0	
NT	TERMINATION	PROFESSIONAL	1	1	0	0	0	0	0	0	
AL			1	1	0	0	0	0	0	0	

EMPLOYEE STATUS CHANGES FY 2011 QTR 3 BY DEPARTMENT
(04/01/2011 to 06/30/2011)

	STATUS	CATEGORY		GENDER		ETHNICITY					
				MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN
	HIRES	ADMIN SUPPORT	1	0	1	1	0	0	0	0	
		PROFESSIONAL	1	0	1	0	0	0	1	0	
		SERVICE MAINTENANCE	7	3	4	6	0	0	0	1	
		TECHNICIAN	1	1	0	1	0	0	0	0	
	PROMOTION	SKILLED CRAFT	1	1	0	1	0	0	0	0	
	TERMINATION	ADMIN SUPPORT	2	1	1	2	0	0	0	0	
		SERVICE MAINTENANCE	2	1	1	2	0	0	0	0	
		SKILLED CRAFT	3	3	0	3	0	0	0	0	
AL			18	10	8	16	0	0	1	1	

EXTRA PAY SUMMARY REPORT FY 2011 QTR 3
(04/01/2011 to 06/30/2011)

		GENDER		ETHNICITY						
QTR	TYPE OF EXTRA PAY	MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN /ALASKAN NATIVE	ASIAN	NATIVE HAWAIIAN/ PACIFIC ISLANDER
TR 3	INCENTIVE PAY	17	1	9	9	0	0	0	0	0

Positions Designated for Special Recruitment

TARGETED POSITIONS FILLED 4/1/2011 - 6/30/2011

DEPARTMENT	POSITION TITLE	FILLED BY	QUALIFIED APPLICANT POOL MEETS EEOP*? (Y/N)	APPLICANT HIRED MEETS EEOP*? (Y/N)
Community Support Services	Victim Advocate Counselor	New Hire	Yes	Yes
County Manager	Budget Analyst	Promotion	Yes	No
	Grants Contracts Specialist	New Hire	Yes	Yes
Court Services	Corrections Counselor	New Hire	No	No
	Drug Counselor	New Hire	Yes	No
	Drug Counselor	New Hire	Yes	No
Department of Public Safety	Driver/Operator 56	Promotion	Yes	Yes
	Driver/Operator 56	Promotion	Yes	No
	Driver/Operator 56	Promotion	Yes	No
	Firefighter/EMT 56	New Hire	Yes	No
	Firefighter/EMT 56	New Hire	Yes	Yes
	Firefighter/EMT 56	New Hire	Yes	Yes
	Firefighter/EMT 56	New Hire	Yes	No
	Firefighter/EMT 56	New Hire	Yes	No
	Firefighter/EMT 56	New Hire	Yes	No
	Firefighter/EMT 56	New Hire	Yes	Yes
	Firefighter/EMT 56	New Hire	Yes	No
	Firefighter/EMT 56	New Hire	Yes	No
	Firefighter/EMT 56	New Hire	Yes	No
	Firefighter/EMT 56	New Hire	Yes	No
	Firefighter/EMT 56	New Hire	Yes	No
	Lieutenant 56	Promotion	Yes	No
	Lieutenant 56	Promotion	Yes	No
	Lieutenant 56	Promotion	Yes	No
	Rescue Lieutenant 56	New Hire	Yes	No
	Rescue Lieutenant 56	New Hire	Yes	No
	Rescue Lieutenant 56	New Hire	Yes	No

Positions Designated for Special Recruitment

TARGETED POSITIONS FILLED 4/1/2011 - 6/30/2011

DEPARTMENT	POSITION TITLE	FILLED BY	QUALIFIED APPLICANT POOL MEETS EEOP*? (Y/N)	APPLICANT HIRED MEETS EEOP*? (Y/N)
Environmental Protection	Sr. Environmental Specialist	New Hire	Yes	No
	Sr. Environmental Specialist	New Hire	Yes	Yes
Information & Telecommunication Services	Design Supervisor	Promotion	No	No
	Project Leader	Promotion	Yes	Yes
	Sr. Programmer Analyst	Promotion	No	No
Public Works	Civil Engineer I	New Hire	Yes	Yes
	Sr. Engineering Technician	New Hire	No	No
Total:	34 positions			

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

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

RECRUITMENT EFFORTS FOR THE PERIOD
APRIL - JUNE 2011

Advertised Targeted Positions	Total # of Applicants	Total # of Advertised Sites	Total # of Minority Sites	Total # of Free Sites	Advertising Costs
Corrections Counselor	127	7	2	5	$80.00
Design Supervisor	22	8	1	6	$80.00
Drug Counselor	194	10	2	7	$262.40
Grants/Contracts Special	70	8	1	6	$105.00
Programmer Analyst	6	11	2	7	$255
Project Leader	10	7	1	5	$105.00
Senior Drug Counselor	32	11	3	8	$262.00
Senior Program Analyst	7	6	1	4	$105.00
Vet Svcs Claims Counselor	185	6	1	5	$30.00
Web Design Specialist	28	9	2	5	$230.00
	681			Total	$1,514.40

Recruitment efforts also included telephone calls and e-mails to various individuals across the country to request that the job announcement be passed on to interested persons or posted at various locations in their communities.

ETHNIC BREAKDOWN OF APPLICANTS FOR
ADVERTISED TARGETED POSITIONS
APRIL 2011 - JUNE 2011

	Gender			Ethnicity								
dvertised Targeted Positions	Female	Male	Unk	Asian	White	Black	Hispanic	Native Hawaiian	American Indian	Unknown	Two or more races	Total
rrections Counselor	123	1	3	0	35	74	7	0	0	3	8	127
esign Supervisor	8	13	1	3	16	1	1	0	0	1	0	22
ug Counselor	145	42	7	5	100	66	8	0	1	7	7	194
rants/Contract Specialist	43	27	0	1	42	21	3	0	0	0	3	70
ogrammer Analyst	1	5	0	2	2	2	0	0	0	0	0	6
oject Leader	2	8	0	1	7	1	1	0	0	0	0	10
nior Drug Counselor	21	10	1	1	14	12	2	0	0	2	1	32
nior Programmer Analyst	3	4	0	1	4	1	1	0	0	0	0	7
et Svcs Claims Counselor	124	56	5	3	84	65	13	0	0	5	15	185
eb Design Specialist	8	19	1	3	13	10	0	0	0	1	1	28
otal applicants	478	185	18	20	317	253	36	0	1	19	35	681

EMPLOYEE RELATIONS FY2011 QTR 3 REPORT

(04/01/2011 TO 06/30/2011)

			GENDER		ETHNICITY					
DEPARTMENT	EO CATEGORY	RESULT	MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN /ALASKAN NATIVE	ASIAN
ADMINISTRATIVE SERVICES	PROFESSIONAL	WARNING	0	1	1	0	0	0	0	0
	ADMIN SUPPORT	WARNING	1	0	0	1	0	0	0	0
INFORMATION & TELECOMMUNICATION SERVICES	TECHNICIAN	RESIGNED	1	0	1	0	0	0	0	0
	ADMIN SUPPORT	RESIGNED	0	1	1	0	0	0	0	0
PUBLIC SAFETY	PROTECTIVE SERVICES SWORN	WARNING	1	0	1	0	0	0	0	0
		TOTAL	3	2	4	1	0	0	0	0

August 9, 2011 Regular BoCC Meeting
Agenda Item #40

Title
First Amendment to Construction Management "At Risk" Agreement between Alachua County and Peter Brown Construction, Inc. Guaranteed Maximum Price (GMP) for the Construction/Installation of the HVAC and Roof Project at the County's Jail (Amended)

Amount
$9,595,000.00

Description
First Amendment to Construction Management "At Risk" Agreement between Alachua County and Peter Brown Construction, Inc. Guaranteed Maximum Price (GMP) for the Construction/Installation of the HVAC and Roof Project at the County's Jail.

Recommendation
Approve the Contract between Alachua County Board of County Commissioners and Peter Brown Construction, Inc. for Construction/Installation of the HVAC and Roofing Project at the County Jail.

Alternative(s)
Do not approve and direct staff.

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
First Amendment to Construction Management Agreement Establishing GMP (2 originals)

Documents Requiring Action
First Amendment to Construction Management "At Risk" Agreement between Alachua County and Peter Brown Construction, Inc. Guaranteed Maximum Price (GMP) for the Construction / Installation of the HVAC and Roofing Project at the County's Jail.

Executive Summary

In 2008, Alachua County Commission approved Phase II involving the Jail HVAC and Roof Replacement Project. This project will enhance the operational efficiencies and equipment reliability of the mechanical system and associated components while substantially reducing electrical and gas consumption at the Jail. This project completes a 10 - Year Jail Maintenance Improvement Plan.

Background
In January 2009, the Alachua County Commission approved the Jail HVAC and Roof Replacement project in the amount of $7.7M. This original estimate was provided by Advantek Consulting, Inc during the conceptual design phase.

The revised scope of this project includes the installation of 192 solar panels to produce hot water, removal of 76

Roof Top units (RTUs), installation of a water-cooled chiller plant system with a water efficient cooling tower, installation of 88 solatubes for lighting improvements, the removal of a gravel roof and replacing it with energy efficient foam roofing.

A Request for Proposals (RFP #10-427) for a Construction Manager "At Risk" for this project was advertised on May 26, 2010 and June 2, 2010. Eight vendors responded including Ajax Building Corporation in Gainesville, Peter Brown Construction, Inc. in Tallahassee, Scherer Construction of North Florida, LLC in Gainesville, The Alexander Group, LLC in Newberry, Moss & Associates, LLC in Ocala, PPI Construction Management in Gainesville, The A.D. Morgan Corporation in Tampa and Wright Construction Group, LLC in Fort Myers, Florida. Peter Brown Construction, Inc. was selected by the County's evaluation team as the most responsive and qualified bidder.

This contract was to hire Peter Brown Construction, Inc. as the Construction Manager "At Risk" for phase II of the project. Phase II requires them to review the design and construction documents for constructability, and provide the County with a GMP for the project and manage the construction/installation.

The estimated savings for the HVAC portion of the project is $496,338 per year, which indicates an approximate 50% reduction in the current electrical energy expenditures at the Jail.

On October 12, 2010, the County hired Peter Brown Construction, Inc. to provide construction management services including the biding of the project, as part of the pre-construction services.

In December 2010, Peter Brown Construction, Inc. bid the project and the complete cost for the construction portion of the project was $9,731,266. This amount was presented to the Board by staff and Peter Brown Construction, Inc.

In June 2011, Peter Brown Construction, Inc. provided the County with a Guaranteed Maximum Price (GMP) of $9,595,000.

Issues

If the County chooses to delay or not implement this contract, we will continue to pay increased utility bills and could be faced with uncontrollable emergencies as these old, unreliable and inefficient existing HVAC units will cause major system failures. Currently the air conditioning components including compressors are failing. If this failure rate continues and we delay the project, the County's in-house maintenance department and service contractors will not be able to maintain these systems as the failures will result in overheating and could result in major indoor air quality problems in addition to issues of greater severity.

If the County decides to terminate Advantek Consulting Company, who is providing the design documents, the County must expedite the hiring of an engineering firm to oversee the construction of the project. With the already hiring and involvement of Peter Brown Construction, Inc. in the final design stages has put the County in a position that the County could proceed with minimal project delay.

Fiscal Recommendation

Approve the contract

Fiscal Alternative(s)

Do not approve the contract

Funding Sources

Capital Improvement Funds

Account Code(s)

300-3264, 348-3264 and 352-3264

Attachment: FIRST_AMEND_CONTRACT_PETER_BROWN.pdf

FIRST AMENDMENT TO CONSTRUCTION MANAGEMENT AGREEMENT
ESTABLISHING GMP FOR
ALACHUA COUNTY JAIL ROOF/HVAC ENERGY CONSERVATION PHASE 2

Pursuant to Sections 4B and 7A of the Agreement, dated 10-12-10, between The County Commissioners of Alachua County, Florida ("Owner") and Peter R. Brown Construction, Inc. ("Construction Manager"), with respect to the construction of the Owner's Alachua County Jail Roof / HVAC Energy Conservation Phase 2 ("Project"), the Owner and Construction Manager hereby agree to amend and modify the Agreement by this First Amendment and establish a Guaranteed Maximum Price and Contract Time for all the Work as set forth below:

ARTICLE 1

SCOPE OF WORK

The scope of the Work consists of the construction of a Alachua County Jail Roof / HVAC Energy Conservation Phase 2, in accordance with the Agreement, this Amendment and the other Contract Documents listed as Attachments 1 through 7 below, which are hereby incorporated into and made a part of the Amendment by this reference:

Attachment No.	Description	Pages	Date
1.	List of Drawings and Specifications	1 through 4	6-9-11
2.	Allowance	5 through 5	6-9-11
3.	Assumptions and Clarifications	6 through 10	6-9-11
4.	Completion Schedule	11 through 17	6-9-11
5.	Schedule of Value	18 through 21	6-9-11
6.	List of Itemized General Conditions	22 through 24	6-9-11
7.	List of Subcontractors and Major Suppliers	25 through 25	6-9-11

ARTICLE 2

GUARANTEED MAXIMUM PRICE

2.1 Construction Manager's Guaranteed Maximum Price ("GMP") for the Work, including the estimated Cost of the Work as defined in Section 5 of the Agreement and

Construction Manager's Fee as defined in Section 4 of the Agreement, is Nine Million Five Hundred Ninety Five Thousand Dollars $9,595,000.

2.2 The GMP includes material that may be purchased directly by the Owner ("Owner Direct Purchases"). The estimated value of materials that may be purchased directly by the Owner is Three Million Seven Hundred Three Thousand Seven Hundred Dollars $3,703,700 Construction Manager will initially process one (1) deductive Change Order under this Agreement for the entire estimated amount of Owner Direct Purchases, inclusive of sales taxes. Prior to final payment, a final reconciliation of the Owner Direct Purchases against the GMP will be performed and such deductive Change Order will be prepared for the Owner's review and execution.

2.3 The Construction Manager's Fee for the entire Work anticipated on this Project is hereby established as a lump sum amount of Five Hundred Seventy Five Thousand Five Hundred Dollars $575,500, said lump sum amount is included within the above noted GMP.

2.4 The General Condition expenses for the entire Work anticipated on this Project are hereby established as a lump sum amount of Four Hundred Sixty Three Thousand Forty Seven Dollars $463,047, said lump sum amount is included within the above noted GMP. The items included as General Condition expenses are listed in the List of Itemized General Conditions attached hereto and incorporated herein as Attachment No. 6. Except as said lump sum amount for General Condition expenses may be expressly adjusted by Change Order or Construction Change Directive, Construction Manager acknowledges and agrees that Owner shall have no liability for any General Condition expenses beyond payment of the above noted lump sum amount and Construction Manager agrees that it shall not be entitled to receive any additional compensation from Owner for the General Conditions beyond the above lump sum amount.

2.5 Monthly installment payment of the Construction Manager's Fee and the General Condition expenses shall be based upon the percent completion of the designated portion of the Work for each particular month.

2.6 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work and are otherwise reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the lump sum General Condition expense amount noted in paragraph 2.4 above, the parties have agreed to establish a contingency within the GMP in an amount not-to-exceed amount of One Hundred Ninety One Thousand Nine Hundred Dollars $191,900 Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the construction documents. Construction Manager shall not proceed with any portion of the Work which it intends to charge against this contingency without first obtaining Owner's express written authorization to proceed. The Construction Manager acknowledges and agrees that any work which is to be charged against the contingency allowance that does not receive such prior written approval from the Owner shall be

deemed to be part of Construction Manager's basic Work compensated within the GMP and not chargeable against the Owner's Contingency Allowance. The Owner reserves the right, at its sole discretion, to withhold its consent on contingency expenditures. Further, any contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. Unused contingency remaining at the end of the job will be credited from the guaranteed maximum price. Construction Manager has no entitlement to any portion of any unused contingency.

2.7 The parties have agreed to establish an allowance within the GMP for Various Items (See Attachment # 2) in the amount of One Hundred Eighteen Thousand Three Hundred Fifty Five Dollars and Fifty Cents. $118,355.50. Construction Manager shall not proceed with any portion of the Work associated with the aforesaid allowance ("Allowance Work") without first obtaining Owner's express written authorization to proceed with said Allowance Work. Allowance Amounts are reflected in Attachments 2 through 2.

2.8 Pursuant to Exhibit A, Paragraph 12.4 of the Agreement, if at the time final payment is made to Construction Manager the total Cost of the Work has been increased by approved Change Orders in an amount causing the original GMP as set forth in this Amendment to be exceeded by more than Thirty Thousand Dollars $30,000, then Construction Manager shall be entitled to an increase in the Construction Manager's Fee in the amount of Six Percent 6.0% of the amount exceeding the sum of Thirty Thousand Dollars $30,000 plus that original GMP amount.

2.9 Construction Manager recognizes that this Contract includes work for trench excavation in excess of five feet deep. Construction Manager acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Construction Manager certifies that the required trench safety standards will be in effect during the period of construction of the Project and Construction Manager agrees to comply with all such required trench safety standards.

2.9.1 The amount of Two Thousand Dollars $2,000 has been separately identified for the cost of compliance with the required trench safety standards; said amount is included within the GMP.

2.10 Construction Manager is responsible, without reimbursement from Owner, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Construction Manager.

ARTICLE 3

CONTRACT TIME AND DAMAGES

3.1 The Construction Phase Commencement Date for the Work is Date of Receipt of Notice to Proceed from Owner. The total period of time beginning with the Construction Phase Commencement Date through the date required for Substantial Completion of the Work is 370 Calendar Days ("Contract Time"). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS 370 Calendar Days following the Construction Phase Commencement Date.

3.2 Should Construction Manager fail to substantially complete the Work within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, $750.00 for each calendar day thereafter until Substantial Completion is achieved. Should Construction Manager fail to finally complete the Work within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, $250.000 for each calendar day thereafter until Final Completion is achieved. The liquidated damage rate established shall be assessed for each calendar day Construction Manager fails to achieve Substantial Completion or Final Completion for the Designated Work within the Contract Time.

3.3 If the Work is delayed due to the fault or neglect of Owner or anyone for whom the Owner is liable, and such delays have a cumulative total of more than twenty-one (21) calendar days, Construction Manager may make a claim for its actual and direct delay damages accruing after said twenty-one (21) calendar days. Provided, however, Construction Manager expressly acknowledges and agrees that its actual and direct delay damages shall not exceed $750 per calendar day. In no event shall Owner be liable to Construction Manager whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

ARTICLE 4

MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Construction Manager agree that the terms of this Amendment shall prevail and control.

OWNER

By: _____

Lee Pinkoson, Chair

Date: 8/9/2011

Attest:

_____

J. K. Irby, Clerk
(SEAL)

Approved as to Form

_____

Alachua County Attorney

Construction Manager

By: D Wells

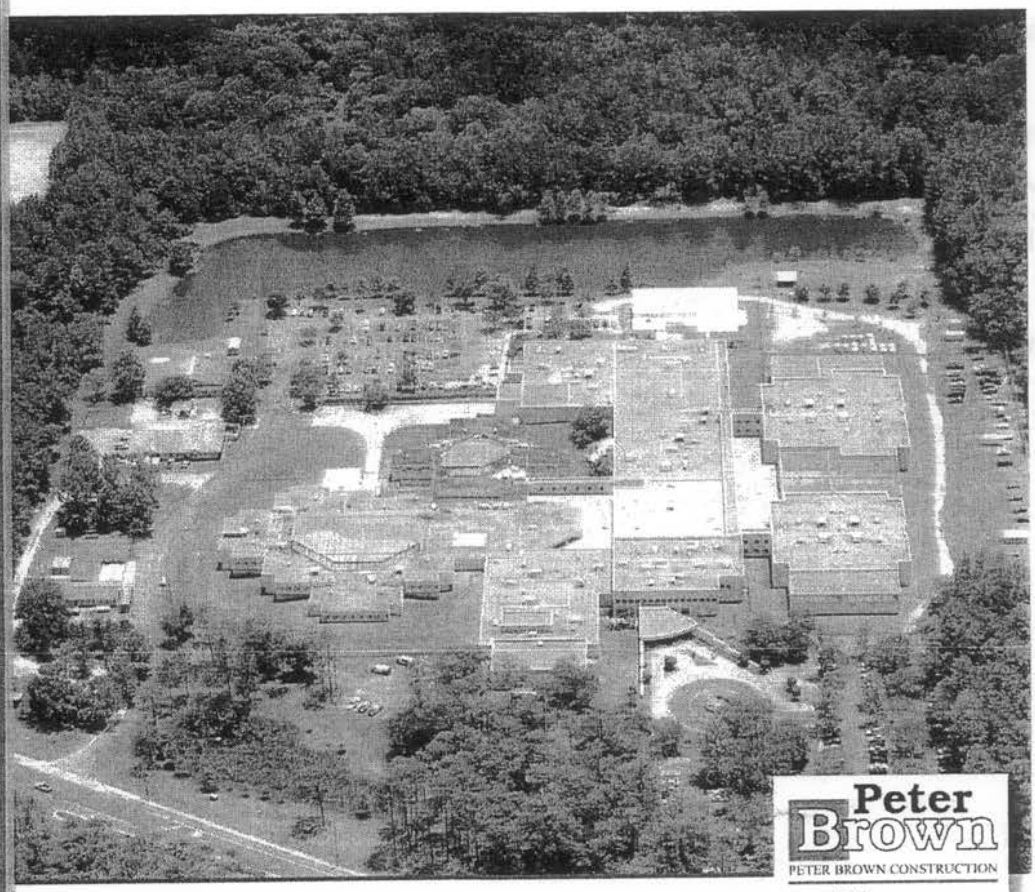
Its: SENIOR Vice President

Date: 7/8/11

Attest: Bradley Rudell

By/Title VICE PRESIDENT OPERATIONS

Alachua County Jail Roof/HVAC Energy Conservation Project Phase 2



GMP Submittal

June 9, 2011

2639 North Monroe St. Suite C-100 • Tallahassee, FL 32303 • Phone: 850-668-4496 Fax: 850-668-6790 • www.peterbrownconstruction.com

Alachua County Jail Energy Conservation Improvements
Attachment No. 1 – List of Drawings and Specifications
Peter R. Brown Construction, Inc.
June 9, 2011

1. Addendum No. 1 prepared by Advantek Consulting Engineering, Inc. dated November 8, 2010, 3 pages.

2. Sketch SK-1 prepared by Cape Design Engineering Co., dated November 3, 2010.

3. Drawings prepared by Cape Design Engineering Company and Advantek Consulting Engineering, Inc.:

G0.1	Cover Sheet and Index	10/1/2010
G0.2	Aerial	10/1/2010
C0.1	Overall Site Plan	10/1/2010
C1.0	Chiller Yard Composite Site Plan	10/1/2010
C1.1	Chiller Yard - Site Plan	10/1/2010
C1.2	Solar Storage Tank - Existing Site Plan	10/1/2010
CD2.1	Solar Storage Tank Site Plan - Demo	10/1/2010
C2.1	Solar Storage Tank Site Plan	10/1/2010
C5.1	Civil Sections and Details	10/1/2010
C5.2	Fence Details	10/1/2010
S0.1	Structural Notes and Abbreviations	10/1/2010
S1.0	Existing Roof Framing Plan - Zone A	10/1/2010
S1.1	Existing Roof Framing Plan - Zone B	10/1/2010
S1.2	Existing Roof Framing Plan - Zone C	10/1/2010
S1.3	Existing Roof Framing Plan - Zone D	10/1/2010
S1.4	Existing Roof Framing Plan - Zone E	10/1/2010
S1.5	Existing Roof Framing Plan - Zone F	10/1/2010
S1.6	Existing Roof Framing Plan - Zone G	10/1/2010
S1.7	Cooling Tower Plans and Details	10/1/2010
S1.8	Foundation and Details	10/1/2010
S1.9	Roof Plan - Zones J and H	10/1/2010
S5.1	Solatube Sections and Details	10/1/2010
S5.2	Solar Panel Sections and Details	10/1/2010
A1.01	Level 2 Zone (A) core Building Roof Plan-New	10/1/2010
A2.02	Level 2 Zone (B) Core Building Roof Plan-New	10/1/2010
A3.03	Level 2 Zone © Core Building Roof Plan-New	10/1/2010
A4.04	Level 2 Zone (D) Core Building Roof Plan-New	10/1/2010
A5.05	Level 2 Zone (E) Core Building Roof Plan-New	10/1/2010
A6.06	Level 2 Zone (F) Core Building Roof Plan-New	10/1/2010
A7.07	Level 2 Zone (G) Core Building Roof Plan-New	10/1/2010
A8.08	Level 2 Zone (H) Core Building Roof Plan-New	10/1/2010
A9.09	Level 2 Zone (J) Core Building Roof Plan-New	10/1/2010
A10.10	Level 2 Zone (K) Core Building Roof Plan-New	10/1/2010
A11.11	Roof System Manufacturer Details	10/1/2010
A12.12	Roof System Manufacturer Details	10/1/2010
A13.13	Roof System Manufacturer Details	10/1/2010
A14.14	Roof System Manufacturer Details General Notes	10/1/2010

M0.1	Legend Notes and Abbreviations	10/1/2010
MD1.1	Mechanical Roof Plan - Zone A - Demo	10/1/2010
MD1.2	Mechanical Roof Plan - Zone B - Demo	10/1/2010
MD1.3	Mechanical Roof Plan - Zone C - Demo	10/1/2010
MD1.4	Mechanical Roof Plan - Zone D - Demo	10/1/2010
MD1.5	Mechanical Roof Plan - Zone E - Demo	10/1/2010
MD1.6	Mechanical Roof Plan - Zone F - Demo	10/1/2010
MD1.7	Mechanical Roof Plan - Zone G - Demo	10/1/2010
MD1.8	Mechanical Roof Plan - Zone H - Demo	10/1/2010
MD1.9	Mechanical Roof Plan - Zone J - Demo	10/1/2010
MD1.10	Mechanical Roof Plan - Zone K - Demo	10/1/2010
M1.0	Overall HVAC Piping Plan - New	10/1/2010
M1.1	Mechanical Roof Plan - Zone A - New	10/1/2010
M1.2	Mechanical Roof Plan - Zone B - New	10/1/2010
M1.3	Mechanical Roof Plan - Zone C - New	10/1/2010
M1.4	Mechanical Roof Plan - Zone D - New	10/1/2010
M1.5	Mechanical Roof Plan - Zone E - New	10/1/2010
M1.6	Mechanical Roof Plan - Zone F - New	10/1/2010
M1.7	Mechanical Roof Plan - Zone G - New	10/1/2010
M1.8	Mechanical Roof Plan - Zone H - New	10/1/2010
M1.9	Mechanical Roof Plan - Zone J - New	10/1/2010
M1.10	Mechanical Roof Plan - Zone K - New	10/1/2010
M1.11	Chiller Plant Yard Plan	10/1/2010
M2.1	Enlarged Mechanical Plans-Boiler Rooms Zones B, C&E	10/1/2010
M2.2	Enlarged Mechanical Plans-Boiler Rooms Zones F, G&J	10/1/2010
M2.3	Enlarged Mechanical Plans - Penthouse Mechanical Rooms	10/1/2010
M2.4	Enlarged Boiler Room Layout	10/1/2010
M2.5	Enlarged Hot Water Storage Tank Yard	10/1/2010
M3.1	Enlarged Kitchen Plan - Zone C	10/1/2010
M3.2	Kitchen Hood Control Diagram	10/1/2010
M3.3	Kitchen Hood Control Detail	10/1/2010
M6.1	Mechanical Details Kitchen	10/1/2010
M6.2	Mechanical Details - Sheet 1 of 2	10/1/2010
M6.3	Mechanical Details - Sheet 2 of 2	10/1/2010
M7.1	Flow Diagram of Chiller Plant	10/1/2010
M7.1a	Chilled Water System Control Diagram	10/1/2010
M7.2	Solar Array Schematic	10/1/2010
M7.3a	Hot Water Schematic for B, C, D, E, F, G Loop	10/1/2010
M7.3b	Hot Water Schematic for A, H, J, K Loop	10/1/2010
M7.4a	CHWS/R Schematic Loop B, C, D, E, F and G	10/1/2010
M7.4b	SHWS/R Schematic Loop A, H, J and K	10/1/2010
M7.5	System Riser	10/1/2010
M7.6	Air Handling Unit control Diagram	10/1/2010
M7.6a	AHU Flow and Control Diagram	10/1/2010
M7.7	Split System HP Control Diagram	10/1/2010
M7.8	Solar Hot Water Control Diagram	10/1/2010
M7.9	Boilers Control Diagram for B, C, D, E, F and G Loop	10/1/2010
M7.10	Boilers Control Diagram for A, H, J and K Loop	10/1/2010

M8.1	Mechanical Equipment Schedules	10/1/2010
M8.2	Mechanical Equipment AHU Schedule	10/1/2010
M8.3	Mechanical Equipment Schedules	10/1/2010
M8.4	Mechanical Equipment Schedules	10/1/2010
E0.1	Electrical Notes Legend and Abbreviations	10/1/2010
E0.2	Solatube Notes	10/1/2010
E1.0	Electrical Site Plan	10/1/2010
E1.1	Chiller Plant Lightning Protection Plan	10/1/2010
E1.2	Chiller Plant Single Line Diagram	10/1/2010
E2.1	Power for Mechanical Equip Plan - Zone A - New	10/1/2010
E2.2	Power for Mechanical Equip Plan - Zone B - New	10/1/2010
E2.3	Power for Mechanical Equip Plan - Zone C - New	10/1/2010
E2.4	Power for Mechanical Equip Plan - Zone D - New	10/1/2010
E2.5	Power for Mechanical Equip Plan - Zone E - New	10/1/2010
E2.6	Power for Mechanical Equip Plan - Zone F - New	10/1/2010
E2.7	Power for Mechanical Equip Plan - Zone G - New	10/1/2010
E2.8	Power for Mechanical Equip Plan - Zone H - New	10/1/2010
E2.9	Power for Mechanical Equip Plan - Zone J - New	10/1/2010
E2.10	Power for Mechanical Equip Plan - Zone K - New	10/1/2010
E3.1	Electrical Lightning and Photovoltaic Details	10/1/2010
E3.2	Zone Kitchen Power Plan	10/1/2010
E4.1	Solatube Plan for Zone A	10/1/2010
E4.2	Solatube Plan for Zone B Second Floor	10/1/2010
E4.3	Solatube Plan for Zone C	10/1/2010
E4.4	Solatube Plan for Zone D	10/1/2010

4. Specifications prepared by Cape Design Engineering Company and Advantek Consulting Engineering, Inc.:

	Table of Contents	11/8/2010
013300	Submittal Procedures	10/1/2010
019100	General Commissioning Requirements	10/1/2010
033053	Miscellaneous Cast-In-Place Concrete	10/1/2010
051200	Structural Steel	10/1/2010
072113	Sprayed Foam Building Insulation	10/1/2010
075713	Coated Sprayed Foam Roofing	10/1/2010
220000	Domestic Water Piping	10/1/2010
220800	Plumbing Commissioning Requirements	10/1/2010
230500	Common Work Practices for HVAC Systems	10/1/2010
230519	Hot, Chilled and Condensing Water Piping specialties (HVAC)	10/1/2010
230548	Vibration and Seismic Controls for HVAC Piping and Equipment	10/1/2010
230553	Identification for HVAC Piping and Equipment	10/1/2010
230593	Testing, Adjusting, and Balancing for HVAC	10/1/2010
230700	HVAC Insulation	10/1/2010
230800	Mechanical Commissioning Requirements	10/1/2010
230900	Instrumentation and Control for HVAC	10/1/2010
231126	Natural Gas Piping	10/1/2010
232113	Hydronic Piping	10/1/2010
232123	HVAC Pumps	10/1/2010

232500	HVAC Water Treatment	10/1/2010
233113	Air Duct and Accessories	11/8/2010
233116	Ductwork Insulation	10/1/2010
236400	Packaged Water Chillers	10/1/2010
236500	Stainless Steel Cooling Towers	10/1/2010
237313	Rooftop Air-Handling Units	10/1/2010
237433	Packaged Chiller Plant	10/1/2010
260500	Basic Electrical Materials and Methods	10/1/2010
260501	Codes and Standards	10/21/2010
260513	Wire and Cable	10/1/2010
260526	Grounding and Bonding	10/1/2010
260529	Outlet, Pull, and Junction Boxes	10/1/2010
260533	Raceways and Conduit	10/1/2010
260573	Circuit Breakers	10/1/2010
260800	Electrical Commissioning Requirements	10/1/2010
262416	Panel boards	10/1/2010
262813	Fuses	10/1/2010
262816	Disconnect Switches	10/1/2010
262923	Variable-Frequency Motor Controllers	10/1/2010
262925	Photovoltaic System	10/1/2010
264101	Lightning Protection System	10/1/2010
312300	Excavation, Backfilling, and Compaction for Utilities	10/1/2010
313116	Soil Treatment for Termite Control	10/27/2010

Alachua County Jail Energy Conservation Improvements
Attachment No. 2 – List of Allowances
Peter R. Brown Construction, Inc.
June 9, 2011

General

All allowances are included as "subcontractor allowances" and include: installation, material, delivery, sales tax, insurance and subcontractor overhead and profit. Upon the completion of allowance work, the costs shall be reconciled against the allowances and the differences shall adjust the GMP up or down.

1. Building Permit Fee Allowance $9,812.50 is included.
2. Plans Review Fee Allowance $1,963 is included.
3. Sales Tax Savings Allowance ($262,452) is included.

Roof Curbs

4. Delegated structural engineering $26,330 allowance is included (Plan Note-4/S1.0, General Note-3/M1.0). The extent of engineering for the structural supports at roof curbs cannot be clearly defined without further investigation and the review of new roof-top equipment. Additional cost may be incurred once these investigations are complete.
5. Roof-curb-to-roof-deck structural modification/ connection retrofit $10,000 allowance (labor and material) is included (Plan Note-4/S1.0, General Note-3/M1.0).

Skylight

6. Skylight Allowance $45,250 is included. Skylights are equal to SolaMaster Series Solatube 750DS-C (E0.2) (Product selections are pending. Requested on 10-21-10).

Mechanical

7. Repair and maintenance $20,000 allowance (material and labor) is included (Article 9.1.6).
8. Repair or maintenance of existing roof-top units, condensing units, boilers and other existing mechanical equipment to be removed is not included.
9. Repair or maintenance of existing make-up air units, exhaust fans, roof ventilators, refrigeration units and other existing mechanical equipment to remain is not included.

Electrical

10. Removal and re-installation of existing lightning protection system is included. Existing lightning protection system repair $5,000 allowance (material and installation) is also included.
11. Lightning protection system is included at new fence (General Note-1/E1.1). UL Master Label may not be available on a partial installation.
12. UL Master Label is not included for existing system.

Alachua County Jail Energy Conservation Improvements
Option A
Attachment No. 3 – Assumptions and Clarifications
Peter R. Brown Construction, Inc.
June 9, 2011

General

1. Pre-Construction Phase Services is not included in the GMP.
2. These assumptions and clarifications are presented for owner and design professionals consideration. The substitutions are manufacturers' standard products and equipment used on similar projects. The substitutions do not have the same physical properties or performance characteristics as the original design.
3. Liquidated damages are $750 per calendar day to make Agreement 7, C congruent with Agreement A-11.4.
4. Maintenance bonds are not included (Agreement 9.3.9.12)
5. Building Permit Fee Allowance $9,812.50. Fee is based on Alachua County Building Division Fees effective date October 1, 2010.
6. Plans Review Fee Allowance $1,963. Fee is based on Alachua County Building Division Fees effective date October 1, 2010 which is 20% of building permit fee.
7. Sales Tax Savings Allowance ($262,452) is included.
8. Threshold inspection fees, fire marshal fees, and utility connection fees, tap fees, meter fees and impact fees are not included.
9. Power, water, sewer, and all other associated utility usage is paid by Owner. Temporary electric is included for the jobsite trailer.
10. Builder's Risk insurance is included (Exhibit E, IV).
11. SBE participation is zero percent (Agreement Exhibit A, 41.1). Advertised in local paper and solicited SBE certified companies in Alachua County, Florida. Due to the limited scope of work, participation by SBE companies was limited.
12. Project schedule equipment procurement durations are based on a 2 week review time for each product submittal or shop drawing.

General Conditions

13. Computerized maintenance management system or facility management software is not included (Agreement 9.5.4).
14. Rent-to-own or financed purchase of construction trailer is not included (Agreement 5, A, 4, b; Exhibit A, 9.1.2).
15. Final property survey is not included (Agreement Exhibit A, 9.3.9.11).

Site

16. Silt fence is included as drawn. Silt fence is not included at perimeter of project areas (Site General Note-14/C0.1, Erosion and Sediment Control Note-11/CD2.1). (From Advantek on 10-27-10).
17. Access road is not included (Zone D Flag Note-6/C2.1).

Concrete

18. Termite treatment warranty is not available or included since this is a partial application (1.6/313226).

Roofing

19. Review and verification of Owner's roofing reports is not included (General Note-06, -08, -09/A14.14).
20. Sprayed foam building insulation is not included (072113). (From Advantek on 11-12-10).
21. Regarding electrical conduit (Flag Note-3/E2.1, typ.): "The conduit is installed prior to the spray-on insulation, so that the SPF covers the conduit with at least 1" of thickness." (From Advantek on 11-17-10).
22. Coated Spray Foam Roofing at roof area 197,950 sqft. is included (A14.14).

Roof Curbs

23. Existing roof curbs remain. New roof mounted mechanical units are not raised to 8" above roof surface (FBC 1509.7, GERS-203/A13.13). Also, the existing roof mounted mechanical units that remain (where there is no work) are not raised. (From Advantek on 11-17-10).
24. Delegated structural engineering $26,330 allowance is included (Plan Note-4/S1.0, General Note-3/M1.0). The extent of engineering for the structural supports at roof curbs cannot be clearly defined without further investigation and the review of new roof-top equipment. Additional cost may be incurred once these investigations are complete.
25. Roof-curb-to-roof-deck structural connection retrofit $10,000 allowance (labor and material) is included (Plan Note-4/S1.0, General Note-3/M1.0).

Gypsum

26. Gypsum work is not included.

Skylights

27. Skylight Allowance $45,250. Skylights are equal to SolaMaster Series Solatube 750DS-C (E0.2) (Product selections are pending. Requested on 10-21-10).

Mechanical

List of Value Engineer Items accepted by Advantek. The following items are included in the GMP.

28. Energy Task Force or Thermacor pre-insulated piping is included instead of Urecon (2.1, A, 1/232113) – Deduct $12,500.
29. Work in Kitchen is not included (M3.1) – Deduct $7,862.
    - Removal and replacement of diffusers is not included (Flag Notes-D1, -1, -5/M3.1).
    - Removal and replacement of make-up air unit is not included (Flag Notes-2, -3, -4/M3.1).
    - Controls work is not included (M3.2, M3.3).
    - Removal and replacement of kitchen lighting is not included (E3.2).
30. Raypak boilers are included instead of Lochinvar (M7.3b) – Deduct $11,438.
31. Field-insulated John Woods hot water storage tanks are included instead of factory-insulated Niles Steel Tank (M7.2) – Deduct $5,274.
32. Rolairtrol or Taco air separators are included instead of Spirotherm (M7.3a, M7.3b) – Deduct $3,850.
33. Spare cooling tower motor is not included (Cooling Tower Schedule Note-5/M8.1) – Deduct $1,160.
34. Evapco cooling tower is included instead of BAC or Marley (M8.1) – Deduct $7,500.
35. Conventional Chem-Aqua/Anco bromine water treatment units are included (WT-1, -2, -3/M8.3) – Deduct $74,613.
36. Liebert systems are not included – Deduct $7,223.
37. VLC-444 AHU controller is included instead of VLC-853 due to reduced number of control points – Deduct $12,925.

38. One supply water sensor and one static pressure sensor at RTU's is not included – Deduct $13,354.
39. Delete Raypak domestic water boilers – Deduct $65,347 (M7.3b).
40. Delete AHU coil coatings – Deduct $28,200 (237313).
41. Internal factory mounted VFD's in AHU's – Deduct $15,500.
42. Delete factory burn-in test on VFD's – Deduct $24,080.
43. Alternate # 1 - Value Engineer Option to utilize "Systecon" chiller packaged system in lieu of "Chillpak" chiller system – deduct $145,009 from current base GMP. This VE Option is currently pending review and approval by the Owner and Engineer of Record.

Existing Equipment

44. Temporary air conditioning, heating and ventilation is consistent with the capacities and ratings of the existing equipment (Exhibit A, 9.1.6/Owner Agreement).
45. Repair or maintenance of existing roof-top units, condensing units, boilers and other existing mechanical equipment to be removed is not included. Repair and maintenance $20,000 allowance (material and labor) is included.
46. Repair or maintenance of existing make-up air units, exhaust fans, roof ventilators, refrigeration units and other existing mechanical equipment to remain is not included.
47. Smoke management programming and testing in accordance with HLM drawing sheet number 10.29 (M7.6a) is not included. (Requested on 11-01-10).
48. Smoke management programming and testing in accordance with certification documentation of June 2010 (M7.6a) is not included. (Requested on 11-01-10).

Controls

49. Approved manufacturer contingent upon approval of submittals: Square-D: Variable Frequency Drives (VFDs). (From Advantek on 11-17-10).

Piping

50. "Condenser water piping shall be SCH 80 PVC (painted for UV protection) or Carbon steel SCH 40 (painted)." (From Advantek on 11-09-10).
51. Valve boxes larger than the "maximum" 4' x 4' are constructed using Detail "A"/C1.1. (Requested on 11-08-10).
52. Rollers on piping curbs are not shown or included (M1.0) (Sent "for information" on 11-11-10).

Pumps

53. "Chilled water and condenser water pumps must have efficiency >80% at the design point. Pump motors must be Baldor Super-E Gold high-efficiency inverter-duty or equal with motor efficiency >92%. Metraflex pump suction / discharge flow straighteners / diffusers will be required for all pumps." (From Advantek on 11-17-10).
54. Inertia blocks are not shown or included (2.2, E/230548).

Air Distribution

55. Since ductwork is exposed, coordination drawings are not included (1.2, B/233113).

Heating Equipment

56. Approved manufacturer contingent upon approval of submittals: Alfa-Laval: Plate Heat Exchangers. (From Advantek on 11-17-10).

Chillers and Cooling Towers

57. Regarding Cooling Tower Collection Basin TriArmor Corrosion Protection System (2.3, E/236500), "304 SS is not acceptable. 316 SS is acceptable." (From Advantek on 11-12-10).
58. Regarding the Cooling Tower, the performance data on the Schedule does not match the performance data in the specification, "The Schedule prevails." (From Advantek on 11-12-10).
59. Regarding the three junction boxes shown in the Chil-Pak area on E1.0, "One J-box is for the vibration switches, one is for communications, and one is for 120v power to motorized valves." (From Advantek on 11-13-10).
60. "The chiller plant control system must be an all-variable speed optimizing type. The basis of design is Kiltech Controls, which comes with Smardt chillers. I know of only two other equals, Armstrong IPC 11550, and OptimumLOOP. As far as I know, Systecon and McQuay do NOT have the required control functions - I suggest they contact The Hartman Company to ask about controllers 254-793-0120. The specified control sequences shall NOT be programmed into / by the existing Alerton building control system, rather, the plant must come with its own stand-alone optimizing control system that communicates with the Alerton system via MODBUS or BACNET." (From Advantek on 11-17-10).
61. "The basis of design is 3 compressors per chiller, for a total of 6 compressors in the plant, for reliability and redundancy. 1 and 2 compressor chillers will be REJECTED unless there are multiple chillers in the plant such that the plant has a total of 6 compressors." (From Advantek on 11-17-10).
62. "All of the sensors and transmitters shown on the packaged chiller plant P&ID are to be provided, installed, tested and wired to the stand alone chiller plant control system by the chiller plant manufacturer. These sensors and transmitters are NOT part of the scope of the controls subcontractor (Alerton). This includes BTU meters, flow meters, kW transducers, current transducers, differential pressure transmitters, temperature sensors, and all other instrumentation shown." (From Advantek on 11-17-10).
63. "Load reactors / harmonic filters are to be provided and installed by the chiller plant manufacturer." (From Advantek on 11-17-10).
64. "The specifications call for a 5 year warranty, 1 year service, and chiller startup by a factory engineer. The intention is a 5-year parts & labor extended warranty on the entire plant, including the chillers, compressors, pumps, actuated valves, controls, and all other components included in the bid price. The first year of routine service is intended to be at least quarterly." (From Advantek on 11-17-10).
65. "The packaged plant enclosure must have ample open space inside for maintenance and replacement of all components from the interior of the enclosure, except for cleaning the chiller tubes and replacement of the chillers or compressors. Minimum clearances between equipment and around electrical panels must be adhered to." (From Advantek on 11-17-10).
66. Approved manufacturers contingent upon approval of submittals: TowerTech: Cooling Towers, Envirosep: Modular Chiller Plant. (From Advantek on 11-17-10).

Air Handling Units

67. "The heat pipe coils shall be manufactured by Heat Pipe Technology, Inc (HPT). Typically, the AHU coils are shipped to HPT for installation of the heat pipes. Then HPT ships the competed chilled water coil / heat pipe assembly to the manufacturer. However, other arrangements would be acceptable if the AHU manufacturer has written approval from HPT to install their heat pipe coils onto the chilled water coils at the AHU manufacturer's factory." (From Advantek on 11-12-10, regarding AHU Schedule Note 8 on M8.2).
68. Approved manufacturer contingent upon approval of submittals: ThermalCorp: Custom AHUs. (From Advantek on 11-17-10).

Electrical

List of Value Engineer Items accepted by Advantek. The following items are included in the GMP.

69. Combination discount with Division 15 – Deduct $50,000.
70. Electrical Work in Kitchen is not included (E3.2) – Deduct $296.
71. Service receptacles are not included (e.g. Flag Notes-3, -4/E2.1) – Deduct $6,419.

Electrical Distribution

72. The existing flexible conduits to be reused appear serviceable, but weathered. Replacement is not included.
73. "'Provide 15A, 1P Breaker' should be omitted at the following notes. The electrical subcontractor is to connect to '...nearest available 120V circuit...'": (from Advantek on 11-17-10).
    - Flag Note-6/E2.2
    - Flag Note-11/E2.3
    - Flag Note-6/E2.5
    - Flag Note-6/E2.6
    - Flag Note-5/E2.7
    - Flag Note-10/E2.8
    - Flag Note-5/E2.10
74. "Flag Note-5 on E2.6 should be deleted." (From Advantek on 11-17-10).
75. "Flag Notes-4 and -5 on E2.8 should be deleted at these AHU's: (From Advantek on 11-17-10).
    - AHU-H3, -H4, -H5, -H6, -H7, -H8, -H9, -H10"
76. "Flag Note-4 on E2.8 should be deleted at AHU-H1." (From Advantek on 11-17-10).
77. Regarding location of WT-3 (E1.2 and E1.0): "See Sheet E2.4 and E1.0 for location and E1.2 for power requirements." (From Advantek on 11-17-10).

Photovoltaic

78. From Advantek on 11-17-10 regarding "the use of amorphous silicon adhering solar panels including inverters": "We are working on a formal revision to SPEC 262925 so that it will be consistent with drawing sheet E3.1. The short answer, in the interest of time, is the drawing sheet is correct. There is no inverter. The panels are to be mounted on the same racks as the solar thermal hot water panels, at a 45 degree angle."
79. Tina Solar 180-watt solar panels are included instead of Lorentz (262925).
80. Pending Preconstruction RFI # 008 dated 6-8-11 which, upon acceptance by Advantek, may revise the Solar Scope of Work in order to provide cost savings to the Owner.

Lightning Protection

81. Lightning protection system is included at new fence (General Note-1/E1.1). UL Master Label may not be available on a partial installation.
82. UL Master Label is not included for existing system.
83. Removal and re-installation of existing lightning protection system is included. Existing lightning protection system repair $5,000 allowance (material and installation) is also included.

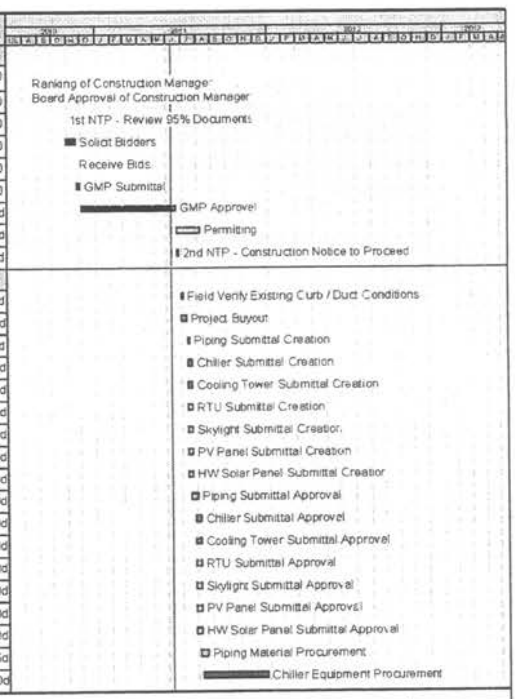
Electronic Surveillance

84. Security cameras are not included (Control Points List Note-4/A7.1a). (Requested on 10-27-10).

Alachua County Jail Energy Conservation Improvements
Attachment No. 4 – Completion Schedule
Peter R. Brown Construction, Inc.
June 9, 2011

1. Attached schedule dated June 9, 2011, 6 pages.

Act ID	Activity Description	Orig Dur	Early Start	Early Finish	Rem Dur
Preconstruction					
PC-001	Ranking of Construction Manager	10d	17AUG10 A	17AUG10 A	0
PC-012	Board Approval of Construction Manager	1d	17AUG10 A	17AUG10 A	0
PC-002	1st NTP - Review 95% Documents	15d	01NOV10 A	01NOV10 A	0
PC-040	Solicit Bidders	24d	01NOV10 A	23NOV10 A	0
PC-030	Receive Bids	1d	23NOV10 A	23NOV10 A	0
PC-010	GMP Submittal	15d	24NOV10 A	03DEC10 A	0
PC-03	GMP Approval	20d	03DEC10 A	22JUN11	10d
PC-025	Permitting	35d	23JUN11	11AUG11	35d
PC-035	2nd NTP - Construction Notice to Proceed	5d	23JUN11	29JUN11	5d
Procurement					
PC-050	Field Verify Existing Curb / Duct Conditions	5d	30JUN11	07JUL11	5d
PC-255	Project Buyout	10d	30JUN11	14JUL11	10d
PC-045	Piping Submittal Creation	5d	15JUL11	21JUL11	5d
PC-075	Chiller Submittal Creation	10d	15JUL11	28JUL11	10d
PC-105	Cooling Tower Submittal Creation	10d	15JUL11	28JUL11	10d
PC-135	RTU Submittal Creation	10d	15JUL11	28JUL11	10d
PC-165	Skylight Submittal Creation	10d	15JUL11	28JUL11	10d
PC-195	PV Panel Submittal Creation	10d	15JUL11	28JUL11	10d
PC-225	HW Solar Panel Submittal Creation	10d	15JUL11	28JUL11	10d
PC-055	Piping Submittal Approval	10d	22JUL11	04AUG11	10d
PC-085	Chiller Submittal Approval	10d	29JUL11	11AUG11	10d
PC-115	Cooling Tower Submittal Approval	10d	29JUL11	11AUG11	10d
PC-145	RTU Submittal Approval	10d	29JUL11	11AUG11	10d
PC-175	Skylight Submittal Approval	10d	29JUL11	11AUG11	10d
PC-205	PV Panel Submittal Approval	10d	29JUL11	11AUG11	10d
PC-235	HW Solar Panel Submittal Approval	10d	29JUL11	11AUG11	10d
PC-065	Piping Material Procurement	15d	05AUG11	25AUG11	15d
PC-095	Chiller Equipment Procurement	100d	12AUG11	29DEC11	100d



Start date	27JUL10
Finish date	01AUG12
Data date	09JUN11
Run date	09JUN11
Page number	1A

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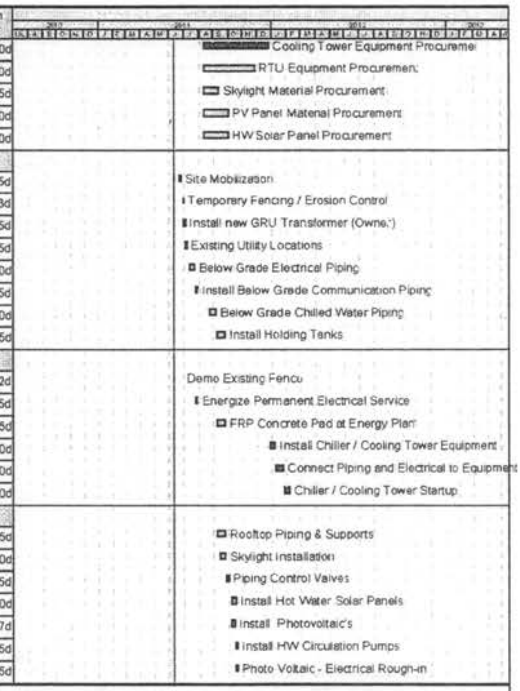
Alachua Jail HVAC Renovations & Roof Replacement Project

Peter Brown

Act ID	Activity Description	Orig Dur	Early Start	Early Finish	Rem Dur
PC-125	Cooling Tower Equipment Procurement	100d	12AUG11	29DEC11	100d
PC-155	RTU Equipment Procurement	80d	12AUG11	01DEC11	80d
PC-185	Skylight Material Procurement	25d	12AUG11	15SEP11	25d
PC-215	PV Panel Material Procurement	40d	12AUG11	06OCT11	40d
PC-245	HW Solar Panel Procurement	40d	12AUG11	06OCT11	40d
Site Utilities					
105	Site Mobilization	5d	23JUN11	29JUN11	5d
115	Temporary Fencing / Erosion Control	3d	30JUN11	05JUL11	3d
155	Install new GRU Transformer (Owner)	5d	30JUN11	07JUL11	5d
085	Existing Utility Locations	5d	06JUL11	12JUL11	5d
125	Below Grade Electrical Piping	10d	13JUL11	26JUL11	10d
275	Install Below Grade Communication Piping	5d	27JUL11	02AUG11	5d
095	Below Grade Chilled Water Piping	10d	26AUG11	08SEP11	10d
205	Install Holding Tanks	15d	09SEP11	29SEP11	15d
Mechanical Plant					
195	Demo Existing Fence	2d	30JUN11	01JUL11	2d
185	Energize Permanent Electrical Service	5d	27JUL11	02AUG11	5d
165	FRP Concrete Pad at Energy Plant	15d	09SEP11	29SEP11	15d
135	Install Chiller / Cooling Tower Equipment	10d	30DEC11	12JAN12	10d
145	Connect Piping and Electrical to Equipment	10d	13JAN12	26JAN12	10d
175	Chiller / Cooling Tower Startup	10d	27JAN12	09FEB12	10d
Area "G" (H)					
120	Rooftop Piping & Supports	15d	09SEP11	29SEP11	15d
090	Skylight Installation	10d	16SEP11	29SEP11	10d
130	Piping Control Valves	5d	30SEP11	06OCT11	5d
255	Install Hot Water Solar Panels	10d	07OCT11	20OCT11	10d
280	Install Photovoltaic's	7d	07OCT11	17OCT11	7d
041	Install HW Circulation Pumps	5d	18OCT11	24OCT11	5d
100	Photo Voltaic - Electrical Rough-in	5d	18OCT11	24OCT11	5d



Start date	27JUL10
Finish date	01AUG12
Data date	09JUN11
Run date	08JUN11
Page number	2A

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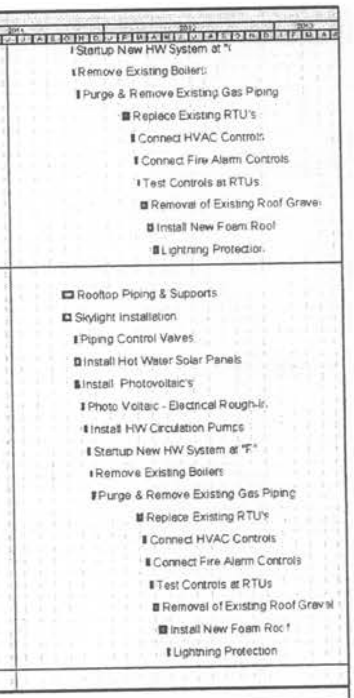
Alachua Jail HVAC Renovations & Roof Replacement Project

Peter Brown an Atkins company

Act ID	Activity Description	Orig Dur	Early Start	Early Finish	Rem Dur
315	Startup New HW System at "G"	3d	25OCT11	27OCT11	3d
051	Remove Existing Boilers	2d	26OCT11	31OCT11	2d
061	Purge & Remove Existing Gas Piping	5d	01NOV11	07NOV11	5d
200	Replace Existing RTU's	10d	10FEB12	23FEB12	10d
210	Connect HVAC Controls	5d	24FEB12	01MAR12	5d
220	Connect Fire Alarm Controls	5d	02MAR12	08MAR12	5d
265	Test Controls at RTUs	3d	09MAR12	13MAR12	3d
031	Removal of Existing Roof Gravel	10d	14MAR12	27MAR12	10d
245	Install New Foam Roof	10d	28MAR12	10APR12	10d
235	Lightning Protection	7d	11APR12	19APR12	7d
Area "F" (G)					
201	Rooftop Piping & Supports	15d	30SEP11	20OCT11	15d
331	Skylight Installation	10d	30SEP11	13OCT11	10d
251	Piping Control Valves	5d	21OCT11	27OCT11	5d
261	Install Hot Water Solar Panels	10d	21OCT11	03NOV11	10d
271	Install Photovoltaic's	7d	21OCT11	31OCT11	7d
291	Photo Voltaic - Electrical Rough-in	5d	01NOV11	07NOV11	5d
281	Install HW Circulation Pumps	5d	08NOV11	14NOV11	5d
321	Startup New HW System at "F"	5d	15NOV11	21NOV11	5d
311	Remove Existing Boilers	2d	22NOV11	23NOV11	2d
301	Purge & Remove Existing Gas Piping	5d	24NOV11	30NOV11	5d
341	Replace Existing RTU's	10d	24FEB12	08MAR12	10d
351	Connect HVAC Controls	5d	09MAR12	15MAR12	5d
361	Connect Fire Alarm Controls	5d	16MAR12	22MAR12	5d
371	Test Controls at RTUs	3d	23MAR12	27MAR12	3d
381	Removal of Existing Roof Gravel	10d	28MAR12	10APR12	10d
391	Install New Foam Roof	10d	11APR12	24APR12	10d
401	Lightning Protection	7d	25APR12	03MAY12	7d
Area "C" (Kitchen, Warehouse, Admin.)					



Start date	27JUL10
Finish date	01AUG12
Data date	09JUN11
Run date	08JUN11
Page number	3A

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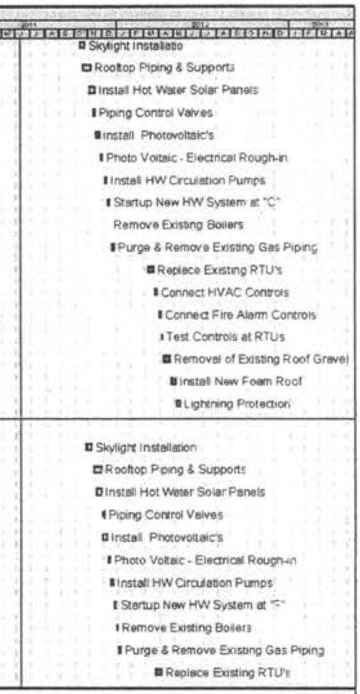
Alachua Jail HVAC Renovations & Roof Replacement Project

Peter Brown

Act ID	Activity Description	Orig Dur	Early Start	Early Finish	Rem Dur
411	Skylight installation	10d	14OCT11	27OCT11	10d
211	Rooftop Piping & Supports	15d	21OCT11	10NOV11	15d
431	Install Hot Water Solar Panels	10d	04NOV11	17NOV11	10d
421	Piping Control Valves	5d	11NOV11	17NOV11	5d
441	Install Photovoltaic's	7d	18NOV11	28NOV11	7d
451	Photo Voltaic - Electrical Rough-in	5d	29NOV11	05DEC11	5d
461	Install HW Circulation Pumps	5d	06DEC11	12DEC11	5d
471	Startup New HW System at "C"	5d	13DEC11	19DEC11	5d
481	Remove Existing Boilers	2d	20DEC11	21DEC11	2d
491	Purge & Remove Existing Gas Piping	5d	22DEC11	28DEC11	5d
501	Replace Existing RTU's	10d	09MAR12	22MAR12	10d
511	Connect HVAC Controls	5d	23MAR12	29MAR12	5d
521	Connect Fire Alarm Controls	5d	30MAR12	05APR12	5d
531	Test Controls at RTUs	3d	06APR12	10APR12	3d
541	Removal of Existing Roof Gravel	10d	11APR12	24APR12	10d
551	Install New Foam Roof	10d	25APR12	08MAY12	10d
561	Lightning Protection	7d	09MAY12	17MAY12	7d
Area "H" (B,C)					
571	Skylight Installation	10d	28OCT11	10NOV11	10d
221	Rooftop Piping & Supports	15d	11NOV11	01DEC11	15d
591	Install Hot Water Solar Panels	10d	18NOV11	01DEC11	10d
581	Piping Control Valves	5d	02DEC11	08DEC11	5d
601	Install Photovoltaic's	7d	02DEC11	12DEC11	7d
611	Photo Voltaic - Electrical Rough-in	5d	13DEC11	19DEC11	5d
621	Install HW Circulation Pumps	5d	20DEC11	26DEC11	5d
631	Startup New HW System at "F"	5d	27DEC11	02JAN12	5d
641	Remove Existing Boilers	2d	03JAN12	04JAN12	2d
651	Purge & Remove Existing Gas Piping	5d	05JAN12	11JAN12	5d
661	Replace Existing RTU's	10d	23MAR12	05APR12	10d



Start date	27JUL10
Finish date	01AUG12
Data date	09JUN11
Run date	08JUN11
Page number	4A

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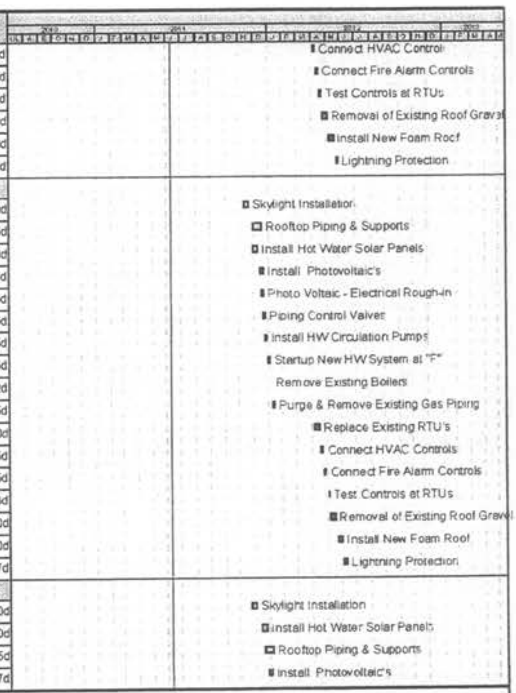
Alachua Jail HVAC Renovations & Roof Replacement Project

Peter Brown an Atkins company

Act ID	Activity Description	Orig Dur	Early Start	Early Finish	Rem Dur
671	Connect HVAC Controls	5d	06APR12	12APR12	5d
681	Connect Fire Alarm Controls	5d	13APR12	19APR12	5d
691	Test Controls at RTUs	3d	20APR12	24APR12	3d
701	Removal of Existing Roof Gravel	10d	25APR12	08MAY12	10d
711	Install New Foam Roof	10d	09MAY12	22MAY12	10d
721	Lightning Protection	7d	23MAY12	31MAY12	7d
Area "J" (W,D,E)					
731	Skylight Installation	10d	11NOV11	24NOV11	10d
231	Rooftop Piping & Supports	15d	02DEC11	22DEC11	15d
751	Install Hot Water Solar Panels	10d	02DEC11	15DEC11	10d
761	Install Photovoltaic's	7d	16DEC11	28DEC11	7d
771	Photo Voltaic - Electrical Rough-in	5d	20DEC11	28DEC11	5d
741	Piping Control Valves	5d	23DEC11	29DEC11	5d
781	Install HW Circulation Pumps	5d	27DEC11	02JAN12	5d
791	Startup New HW System at "F"	5d	03JAN12	09JAN12	5d
801	Remove Existing Boilers	2d	10JAN12	11JAN12	2d
811	Purge & Remove Existing Gas Piping	5d	12JAN12	18JAN12	5d
821	Replace Existing RTU's	10d	06APR12	19APR12	10d
831	Connect HVAC Controls	5d	20APR12	26APR12	5d
841	Connect Fire Alarm Controls	5d	27APR12	03MAY12	5d
851	Test Controls at RTUs	3d	04MAY12	08MAY12	3d
861	Removal of Existing Roof Gravel	10d	09MAY12	22MAY12	10d
871	Install New Foam Roof	10d	23MAY12	05JUN12	10d
881	Lightning Protection	7d	06JUN12	14JUN12	7d
Area "A" (Booking)					
891	Skylight Installation	10d	25NOV11	08DEC11	10d
911	Install Hot Water Solar Panels	10d	16DEC11	29DEC11	10d
241	Rooftop Piping & Supports	15d	23DEC11	12JAN12	15d
921	Install Photovoltaic's	7d	30DEC11	09JAN12	7d



Start date	27JUL10
Finish date	01AUG12
Data date	09JUN11
Run date	08JUN11
Page number	6A

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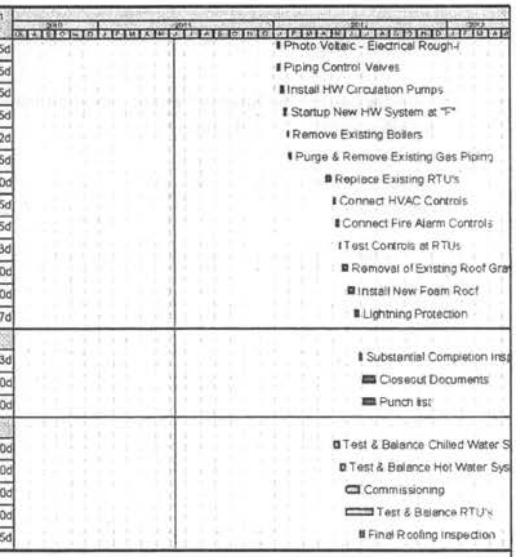
Alachua Jail HVAC Renovations & Roof Replacement Project

Peter Brown an Atkins company

Act ID	Activity Description	Orig Dur	Early Start	Early Finish	Rem Dur
931	Photo Voltaic - Electrical Rough-in	5d	10JAN12	16JAN12	5d
901	Piping Control Valves	5d	13JAN12	19JAN12	5d
941	Install HW Circulation Pumps	5d	17JAN12	23JAN12	5d
951	Startup New HW System at "F"	5d	24JAN12	30JAN12	5d
961	Remove Existing Boilers	2d	31JAN12	01FEB12	2d
971	Purge & Remove Existing Gas Piping	5d	02FEB12	08FEB12	5d
981	Replace Existing RTU's	10d	20APR12	03MAY12	10d
991	Connect HVAC Controls	5d	04MAY12	10MAY12	5d
1001	Connect Fire Alarm Controls	5d	11MAY12	17MAY12	5d
1011	Test Controls at RTUs	3d	18MAY12	22MAY12	3d
1021	Removal of Existing Roof Gravel	10d	23MAY12	05JUN12	10d
1031	Install New Foam Roof	10d	06JUN12	19JUN12	10d
1041	Lightning Protection	7d	20JUN12	28JUN12	7d
Project Closeout					
CLO - 001	Substantial Completion Inspections	3d	29JUN12	03JUL12	3d
CLO - 005	Closeout Documents	20d	05JUL12	01AUG12	20d
CLO - 010	Punch list	20d	05JUL12	01AUG12	20d
Project Commissioning					
215	Test & Balance Chilled Water System	10d	04MAY12	17MAY12	10d
285	Test & Balance Hot Water System	10d	18MAY12	31MAY12	10d
285	Commissioning	20d	01JUN12	28JUN12	20d
305	Test & Balance RTU's	40d	01JUN12	27JUL12	40d
325	Final Roofing Inspection	5d	29JUN12	06JUL12	5d



Start date	27JUL10
Finish date	01AUG12
Data date	09JUN11
Run date	08JUN11
Page number	6A

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Alachua Jail HVAC Renovations & Roof Replacement Project

Peter Brown an Atkins company

Alachua County Jail Energy Conservation Improvements
Attachment No. 5 – Schedule of Values
Option A
Peter R. Brown Construction, Inc.
June 9, 2011

1. Attached schedule of values dated June 9, 2011, 3 pages.

Alternate	Phase	Description	Takeoff Quantity	Labor Condition	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount
04 - Base													
	000	Permits											
		Building Permit Fee Allowance	1.00 sum	-	-	-	-	-	9,812.50 sum	9,812.50	-	-	9,812.50
		Plans Review Fee (35% of Permit) Allowance	0.20 %	-	-	-	-	-	9,812.50 /%	1,962.50	-	-	1,962.50
		Permits								11,775.00			11,775.00
	1210	General Conditions											
		General Conditions	1.00 sum	-	-	-	-	-	463,047.00 sum	463,047.00	-	-	463,047.00
		Builder's Risk Deductible	1.00 each	-	-	-	-	-	25,000.00 each	25,000.00	-	-	25,000.00
		General Conditions								488,047.00			488,047.00
	2200	Site											
		Site	1.00 sum	-	-	-	-	-	38,708.00 sum	38,708.00	-	-	38,708.00
		Grid Access Road	-1.00 sum	-	-	-	-	-	1,676.00 sum	(1,676.00)	-	-	(1,676.00)
		Grid Access Road	-1.00 sum	-	-	-	-	-	728.00 sum	(728.00)	-	-	(728.00)
		Site		Asm						36,802.00			36,802.00
	2210	Geotechnical											
		Geotechnical investigation	1.00 sum	-	-	-	-	-	3,200.00 sum	3,200.00	-	-	3,200.00
		Compaction Tests	4.00 each	-	-	-	50.00 each	200.00		-	-	-	200.00
		Standard Proctor Tests	1.00 each	-	-	-	100.00 each	100.00		-	-	-	100.00
		Geotechnical		Asm				300.00		3,300.00			3,500.00
	2825	Fencing											
		Fencing	1.00 sum	-	-	-	-	-	4,200.00 sum	4,200.00	-	-	4,200.00
		Fencing		Asm						4,200.00			4,200.00
	3050	Concrete											
		Concrete	1.00 sum	-	-	-	-	-	14,165.00 sum	14,165.00	-	-	14,165.00
		Special Finish FF+30	1,000.00 sqf	-	-	-	-	-	3.00 /sqft	3,000.00	-	-	3,000.00
		Walks & Paving	1,200.00 sqf	-	-	-	-	-	7.00 /sqft	8,082.00	-	-	8,082.00
		Limerock Base	1,200.00 sqf	-	-	-	-	-	15.00 /sqyd	2,142.33	-	-	2,142.33
		Equipment Pads	144.00 sqf	-	-	-	-	-	6.00 /sqft	864.00	-	-	864.00
		Equipment Pads	96.00 sqf	-	-	-	-	-	6.00 /sqft	576.00	-	-	576.00
		Concrete		Asm						29,450.33			29,450.33
	5120	Steel											
		Structural & Misc Steel	1.00 sum	-	-	-	-	-	154,000.00 sum	154,000.00	-	-	154,000.00
		Misc Steel	4.00 each	-	-	-	-	-	85.00 each	340.00	-	-	340.00
		Bond	0.01 %	-	-	-	-	-	154,340.00 /%	1,543.43	-	-	1,543.43
		Steel		Asm						155,883.43			155,883.43
	5510	Stair Stairs											
		Concrete Enclosed Stair Stairs	1.00 each	-	-	-	-	-	600.00 /each	600.00	-	-	600.00
		Stair Stairs		Asm						600.00			600.00
	6110	General Trusses											
		General Trusses	1.00 sum	-	-	-	-	-	89,267.00 sum	89,267.00	-	-	89,267.00
		General Trusses		Asm						89,267.00			89,267.00
	7500	Roofing											
		Roofing	1.00 sum	-	-	-	-	-	1,477,700.00 sum	1,477,700.00	-	-	1,477,700.00
		Roofing		Asm						1,477,700.00			1,477,700.00
	7725	Roof Curb Connection Retrofit											
		Structural Engineering - Allowance	1.00 sum	-	-	-	-	-	26,330.00 sum	26,330.00	-	-	26,330.00
		Curb-to-Roof Structure Connection - Allowance	1.00 sum	-	-	-	-	-	10,000.00 sum	10,000.00	-	-	10,000.00
		Roof Curb Connection Retrofit		Asm						36,330.00			36,330.00
	8625	Skylights											
		Skylight Allowance	1.00 sum	-	-	-	-	-	45,250.00 sum	45,250.00	-	-	45,250.00
		Skylights		Asm						45,250.00			45,250.00
	9260	Gypsum Board											
		Gypsum Bd Ceiling	10,153.00 sqf	-	-	-	-	-	3.81 /sqft	38,831.91	-	-	38,831.91
		Grid Kitchen	-10,153.00 sqf	-	-	-	-	-	3.81 /sqft	(38,831.91)	-	-	(38,831.91)
	9510	Acoustical Ceiling											
		Acoustical Ceiling Repair	6,679.00 sqf	-	-	-	-	-	0.90 /sqft	5,760.64	-	-	5,760.64
		Acoustical Ceiling		Asm						5,760.64			5,760.64
	9910	Paint Exterior											
		Elastomeric Coating	18,587.00 sqf	-	-	-	-	-	1.50 /sqft	24,695.50	-	-	24,695.50
		Paint Exterior		Asm						24,695.50			24,695.50
	9911	Paint Interior											
		Paint GWB Ceilings	12.00 cmu	-	-	-	9.58 /cmu	115.00	53.53 /cmu	642.39	-	-	757.39
		Grid Kitchen	-12.00 cmu	-	-	-	9.58 /cmu	(115.00)	53.53 /cmu	(642.39)	-	-	(757.39)
	15700	Mechanical											
		Mechanical	1.00 sum	-	-	-	-	-	6,475,000.00 sum	6,475,000.00	-	-	6,475,000.00
		Repair & Maintenance Allowance	85.50 unit	-	-	-	-	-	212.53 /unit	20,000.00	-	-	20,000.00
		Treatment Piping	-1.00 sum	-	-	-	-	-	12,500.00 sum	(12,500.00)	-	-	(12,500.00)
		Grid Kitchen	-1.00 sum	-	-	-	-	-	7,952.00 sum	(7,952.00)	-	-	(7,952.00)
		Grid Kitchen - Add Grilles	1.00 sum	-	-	-	-	-	1,430.00 sum	1,430.00	-	-	1,430.00
		Reuse Basins	-1.00 sum	-	-	-	-	-	11,438.00 sum	(11,438.00)	-	-	(11,438.00)
		John Woods Hot Water Tanks	-1.00 sum	-	-	-	-	-	5,274.00 sum	(5,274.00)	-	-	(5,274.00)
		Relabrid, Trace Air Separators	-1.00 sum	-	-	-	-	-	3,850.00 sum	(3,850.00)	-	-	(3,850.00)
		Grid Spare Cooling Tower Water	-1.00 sum	-	-	-	-	-	1,180.00 sum	(1,180.00)	-	-	(1,180.00)
		Evapco Cooling Tower	-1.00 sum	-	-	-	-	-	7,500.00 sum	(7,500.00)	-	-	(7,500.00)
		Chem-Aqua/Aqua Water Treatment	-1.00 sum	-	-	-	-	-	74,813.00 sum	(74,813.00)	-	-	(74,813.00)
		Grid Liebert Systems	-1.00 sum	-	-	-	-	-	7,233.00 sum	(7,233.00)	-	-	(7,233.00)
		VLC-449 AHU Conception	-1.00 sum	-	-	-	-	-	12,825.00 sum	(12,825.00)	-	-	(12,825.00)

Estimate	Phase	Description	Labor Quantity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount
	01000	Mechanical											
		[illegible]	135 Sqft						[illegible]	[illegible]			[illegible]
		[illegible]	170 Sqft						[illegible]	[illegible]			[illegible]
		[illegible]	110 Sqft						[illegible]	[illegible]			[illegible]
		[illegible]	110 Sqft						[illegible]	[illegible]			[illegible]
		[illegible]	170 Sqft						[illegible]	[illegible]			[illegible]
		Mechanical		Each						[illegible]			[illegible]
	16000	Electrical							[illegible]	[illegible]			[illegible]
		[illegible]	170 Sqft						[illegible]	[illegible]			[illegible]
		[illegible]	170 Sqft						[illegible]	[illegible]			[illegible]
		[illegible]	135 Sqft						[illegible]	[illegible]			[illegible]
		[illegible]	135 Sqft						[illegible]	[illegible]			[illegible]
		[illegible]	170 Sqft						[illegible]	[illegible]			[illegible]
		Electrical		Each						[illegible]			[illegible]
	99000	Reimbursables							[illegible]	[illegible]			[illegible]
		[illegible]	110 Sqft						[illegible]	[illegible]			[illegible]
		[illegible]	110 Sqft						[illegible]	[illegible]			[illegible]
		Reimbursables						300.00		8,972,903.87			8,972,903.87
		00 - Base											

Partial Totals

Description	Amount	Totals	Rate
Labor Burden (S,A,I,d)			45.600 %
Sales Tax	20		6.750 %
Sales Tax Savings Allowance	(252,452)		
General Liability Insurance	17,175		0.179 %
Builder's Risk Insurance	34,144		0.356 %
Surety Bond	85,007		
Contingency	191,900		2.000 %
CM Fee +4. Di	575,700		6.000 %
Partial Total		9,595,000	

Alternate	Phase	Description	Takeoff Quantity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount
01 - Alt. 1		Systecon Chiller System											
	15/16	Mechanical											
		[illegible]	[illegible]						[illegible]	[illegible]			[illegible]
		Mechanical		Items:						(134,784.00)			(134,784.00)
		01 - Alt. 1 Systecon Chiller System								(134,784.00)			(134,784.00)

Partial Totals

Description	Amount	Totals	Rate
Labor Burden (5 A,1,d)			46.800 %
Sales Tax			6.750 %
Sales Tax Savings	3,870		
General Liability Insurance	(280)		0.179 %
Builder's Risk Insurance	(516)		0.356 %
Surety Bond	(1,719)		
Contingency	(2,900)		2.000 %
CM Fee (4, D)	(9,701)		6.000 %
Partial Total		**(145,009)**	

Alachua County Jail Energy Conservation Improvements
Attachment No. 6 – Itemized General Conditions
Peter R. Brown Construction, Inc.
June 9, 2011

1. Attached itemization dated June 9, 2011, 2 pages.

Group	Phase	Description	Takeoff Quantity	Labor Cost/Unit	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount
100		GENERAL CONDITIONS											
	107	Design											
		LEED Registration Fee	1.00 lsum						500.00 lsum	500.00			500.00
		LEED Design Review	167,950.00 sqft						0.04 sqft	7,918.00			7,918.00
		LEED Construction Review	167,950.00 sqft						0.01 sqft	1,879.50			1,879.50
		Computerized Maintenance Management System - NIC	- lsum	-	-	-	-	-	- lsum	-	-	-	0.00
		Design								15,797.50			15,797.50
	111	Preconstruction											
		Pre-Construction (NIC)	- lsum	-	- lsum	-	- lsum	-	70,000.00 lsum	-	-	-	0.00
	1105	Work Conditions											
		Background Checks	50.00 each						24.00 each	1,200.00			1,200.00
		ID Badges	50.00 each						13.00 each	600.00			600.00
		Work Conditions								1,800.00			1,800.00
	1210	Project Management											
		Superintendent - 5 days/week	51.99 wkprt	1,350.00 /week	1,350.00 /week	70,148.50							70,148.50
		Superintendent - 5 days/week	4.33 week	1,350.00 /week	1,350.00 /week	5,845.50							5,845.50
		Superintendent Mileage	15,998.76 mile								0.59 /mile	7,949.99	7,949.99
		Superintendent Mileage	1,334.90 mile								0.66 /mile	882.49	882.49
		Superintendent Per Diem	255.90 day								38.60 /day	10,132.20	10,132.20
		Superintendent Per Diem	21.85 day								28.60 /day	644.31	644.31
		Superintendent Housing	255.00 day								75.00 /day	19,485.00	19,485.00
		Superintendent Housing	21.85 day								75.00 /day	1,823.75	1,823.75
		Project Manager - 275 days/week	36.91 week	1,750.00 /week	1,750.00 /week	68,197.50							68,197.50
		Project Manager Mileage	15,998.76 mile								0.59 /mile	7,949.99	7,949.99
		Project Manager Per Diem	155.90 day								38.60 /day	6,074.32	6,074.32
		Project Manager Housing	155.90 day								75.99 /day	11,891.00	11,891.00
		Asst Project Manager - 275 days/week	39.07 week	1,050.00 /week	1,050.00 /week	41,230.26							41,230.26
		Asst Project Manager Mileage	15,998.76 mile								0.59 /mile	7,949.99	7,949.99
		Asst Project Manager Per Diem	155.90 day								39.60 /day	6,075.22	6,075.22
		Asst Project Manager Housing	155.90 day								75.99 /day	11,891.00	11,891.00
		Project Executive - 0.5 days/week	3.39 week	2,700.00 /week	2,700.00 /week	14,039.35							14,039.35
		Pre Executive Mileage	7,999.89 mile								0.59 /mile	3,974.94	3,974.94
		Project Management				199,445.66						85,113.61	285,561.27
	1320	Progress Documentation											
		Job Progress Photographs	12.00 each				25.00 /each	300.00					300.00
		Aerial Photographs	13.00 each				125.00 /each	1,625.00					1,625.00
		Progress Documentation						1,925.00					1,925.00
	1515	Temporary Utilities											
		Temp Phone Equipment	1.00 /sum				150.00 /sum	150.00					150.00
		Temp Phone Service Connection	1.00 /sum						150.00 /sum	150.00			150.00
		Temp Phone Service	12.00 /mnth						300.00 /mnth	3,600.00			3,600.00
		Fax Machine	1.00 /each				200.00 /each	200.00					200.00
		Internet Service	13.00 /mnth						250.00 /mnth	3,000.00			3,000.00
		Temp Electricity	12.00 /mnth						350.00 /mnth	4,200.00			4,200.00
		Temp Water	12.00 /mnth						75.00 /mnth	900.00			900.00
		Ice Water & Coolers	12.00 /mnth				35.00 /mnth	420.00					420.00
		Temporary Utilities						870.00		11,250.00			12,120.00
	1520	Construction Facilities											
		Office Trailer - Rent to Own - NIC	/mnth				/mnth						0.00
		Office Trailer - Rent	12.00 /mnth				180.00 /mnth	2,160.00					2,160.00
		Delivery	1.00 /sum				225.00 /sum	225.00					225.00
		Block Level Teardown	1.00 /sum				340.00 /sum	340.00					340.00
		Return	1.00 /sum				306.00 /sum	306.00					306.00
		Stairs and Rails	1.00 /sum				- /sum	-					0.00
		Temp Toilet Rental	12.00 /mnth				360.00 /mnth	4,320.00					4,320.00
		Trailer Heating Tank	12.00 /mnth				210.00 /mnth	2,520.00					2,520.00
		Temporary Fire Protection	18.00 /each				25.00 /each	450.00					450.00
		Cutter Rental	12.00 /mnth				280.00 /mnth	3,360.00					3,360.00
		Office Supplies	12.00 /mnth				75.00 /mnth	900.00					900.00
		Postage	12.00 /mnth				155.75 /mnth	1,869.00					1,869.00
		First Aid Equip	12.00 /each				35.00 /each	420.00					420.00
		Construction Facilities						16,250.00					16,250.00
	1560	Temporary Barriers											
		Temp Fence	675.00 /lf						3.00 /lf	2,025.00			2,025.00
		Crew Gates	1.00 /each						100.00 /each	100.00			100.00
		Safety Rails etc	1,438.00 /lf		/lnft		- /lnft	-					
		Temporary Barriers								2,125.00			2,125.00
	1580	Project Identification											
		Job Sign	1.00 /each				350.00 /each	350.00					350.00
		Project Identification						350.00					350.00
	1720	Preparation											
		Final Property Survey - NIC	- /lmi	-	-	-	-	-	- /lmi	-	-	-	0.00
	1740	Cleaning											
		Job Clean Up/Trash - 1 days/week	10.39 week	840.00 /week	840.00 /week	8,892.81	-	-	-	-	-	-	8,892.81

Group	Phase	Description	Subcontract Quantity	Labor Unit/Total	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Equip Price	Equip Amount	Total Amount
	1710	Cleaning											
		Dumpster Delivery	1.00 each										
		Dumpsters Spare	1.00 each										
		Dumpster Rental	4.00 each										
		Debris Hauling	34.27 each										
		Dumpster Fuel Surcharge	10.00 %										
		Dump Fees	17.95 Load										
		Dumpster Rental	1.00 each										
	1200	Cleaning											
		Cleaning											
		Window Washing	1.00 each										
		Periodic Cleaning - Bi-Weekly	1.00 each										
		Dumpster Deliveries - 1.5 Yards	1.00 each										
		Cleaning											
		GENERAL CONDITIONS		1sum		205,099.34		34,117.11		28,372.50		96,113.01	364,702.00

Estimate Totals

Description	Amount	Totals	Rate
Labor Burden (S.A.I.d)	96,042		46.800 %
Sales Tax	2,303		0.750 %
Total		463,047	

Alachua County Jail Energy Conservation Improvements
Attachment No. 7 – List of Subcontractors and Major Suppliers
Peter R. Brown Construction, Inc.
June 9, 2011

General Conditions
Acton Mobile
Jacksonville, FL

Site Work
Dale's Excavation, Inc.
Lake City, FL

Geotechnical Investigation
Blum, Schumacher, & Associates
Gainesville, FL

Fencing
Hercules Fence Co. Inc.
Ocala, FL

Concrete
Florida Concrete Construction Co.
Ocala, FL

Structural and Miscellaneous Metals
Jackson-Cook LC
Tallahassee, FL

General Trades
Oliver Renovation
Tallahassee, FL

Roofing
Brazos Urethane, Inc.
Clearwater, FL

Tubular Skylights
Not Applicable

Mechanical
Climate Control Mechanical Services, Inc.
Ocala, FL

Electrical
Gibson Electric
Ocala, FL

Photovoltaic
Not Applicable

August 9, 2011 Regular BoCC Meeting
Agenda Item #41

Title
City of Newberry Agreement for surveying and/or engineering services. (Amended)

Amount
N/A

Description
Request Approval of the Interlocal Agreement between Alachua County and City of Newberry for surveying and/or engineering services.

Recommendation
Approve the Interlocal Agreement with the City of Newberry for surveying and/or engineering services.

Alternative(s)
Do not approve the Interlocal Agreement and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth, ext 1224)

Originating Department
Public Works

Attachment(s) Description
Interlocal Agreement (in duplicate)

Documents Requiring Action
Interlocal Agreement (in duplicate)

Executive Summary
Interlocal Agreement between Alachua County and City of Newberry for the purpose of allowing the County to provide surveying and/or engineering services to the City and for reimbursement by the City to the County for those services rendered.

Background
Florida Statutes, 125.0101, authorizes the County and a Municipality to enter into an Interlocal Agreement for the provision of professional services. The City of Newberry desires to enter into this Interlocal Agreement with the County in order to allow the County to provide, through its Public Works Department, surveying, engineering, research, consultations, mapping, calculations and other related services for various roads and/or drainage projects within the City of Newberry.

Issues
Without this interlocal agreement, the City of Newberry would be required to go through the process commonly known as "CCNA" (Consultants Competitive Negotiation Act) as per Florida Statutes, 287.055, Acquisition of Professional Services; which outlines the procedures required to retain professional services within the scope of architecture, professional engineering, landscape architecture, or registered surveyor and mapper. This interlocal agreement will benefit the City of Newberry by allowing them to conduct various road and/or drainage projects in a more efficient and timely manner and would also be a source of revenue for Alachua County.

Fiscal Recommendation
To be determined on a case-by-case basis as various projects arise.

Fiscal Alternative(s)
N/A

Funding Sources
To be determined on project particulars.

Account Code(s)
N/A

Attachment: Interlocal_Surveying_Services_NEWBERRY.pdf

INTERLOCAL AGREEMENT
BETWEEN
CITY OF NEWBERRY, FLORIDA
AND
ALACHUA COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, made and entered into on this 25 day of April _____, AD, 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 the "County", and the City of Newberry, a municipal corporation organized under the laws of the State of Florida, (hereinafter referred to as the "City"), for the purpose of the County to provide surveying and/or engineering services to the City and for reimbursement by the City to the County for those services.

WITNESSETH:

WHEREAS, Section163.01 (2), Florida Statutes, defines the Florida Interlocal Agreement Act of 1969; and

WHEREAS, Section 125.0101, Florida Statutes, authorizes the County and City to enter into such an Interlocal Government Agreement for provisions of the professional services contemplated by this Agreement; and

WHEREAS, the City desires to contract with the County, to provide through its Public Work Department surveying, engineering, research, consultations, mapping, calculations, and other related activities for various roads and/or drainage projects within the City; and

WHEREAS, the City will furnish the County, through the County Surveyor and/or the County Engineer, the specifications needed by the City to improve certain streets, roads or drainage facilities within the City; and

WHEREAS, the County Surveyor and/or County Engineer shall furnish to the City a scope of services, a cost estimate and a time frame for completing the required services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The County agrees to provide surveying and/or engineering services to the City.

2. The City agrees to compensate the County for the professional services provided, based upon a mutually acceptable cost estimate provided for each task requested by the City, as well as the City's acceptance and approval of the surveying and/or engineering services.

3. The City, by execution of this Agreement, agrees to indemnify, save and hold harmless the County from any third party liability resulting from the City's negligence under this Agreement. The County, by execution of this Agreement, agrees to indemnify, save and hold harmless the City from any third party liability resulting from the services provided by the County under this agreement.

4. This Agreement, and all subsequent amendments hereto shall be recorded by the County in the Public Records of Alachua County, upon it's execution by both parties.

5. This Agreement may be cancelled by either party with thirty (30) days of written notice to the other party.

6. Any amendment or modification of this Agreement shall be made by mutual consent of both parties and reduced to a separate writing signed by both parties. Unless with express authorization from the employer/principal City or County, no employee or agent shall have the authority to waive, or otherwise, amend the terms and conditions of this Agreement

7. This Agreement shall become effective when executed by both the City and the County and has been recorded in the public records of Alachua County.

8. The City and the County mutually represent that they have the respective authority to enter into this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date above written.

"CITY"

Attest:

GAYLE B. PONS, CITY CLERK

CITY OF NEWBERRY, FLORIDA
A Municipal Corporation

By: _____
WILLIAM H. CONRAD, MAYOR

APPROVED AS TO FORM AND LEGALITY

S. SCOTT WALKER, CITY ATTORNEY

"COUNTY"

ALACHUA COUNTY, A Political Subdivision of the State of Florida

By: _____
LEE PINKOSON, CHAIR

J. K. IRBY,
CLERK OF THE CIRCUIT COURT

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

August 9, 2011 Regular BoCC Meeting
Agenda Item #42

Title
Letter of Support to Marion County (Amended)

Amount
N/A

Description
Request Approval of a Letter of support to Marion County for improvements to the Haegy Burry Park boat ramp on Orange Lake

Recommendation
Approve the letter of support to Marion County for improvements to the Haegy Burry Park boat ramp and have the Chair sign the letter

Alternative(s)
Do not aprove the letter of support

Requested By
Richard Hedrick 352-374-5245 ext 1211

Originating Department
Public Works

Attachment(s) Description
Heagy Burry Park Location Map

Documents Requiring Action
Letter of Support to Marion County

Executive Summary
Marion County will be submitting an application for a Florida Wildlife Conservation Commission Florida Boating Improvement Program (FBIP) grant for improvements to the Marion County boat ramp at Heagy Burry Park on Orange Lake. Marion County has requested a letter of support for the project and grant application

Background
The Marion County boat ramp on Orange Lake at Heagy Burry Park is the only usable public ramp during periods of low water. The current ramp is very steep and a single lane ramp with limited parking area. Marion County has recently acquired additional property for the park that will allow improvements such as replacing the single-lane boat ramp with a double ramp constructed at a gentler slope, resurfacing of the existing parking lot and staging area, a fish weigh-in station, and stabilized grass parking. These improvements will allow for better public access to Orange Lake and provide for larger fishing tournaments that will have a positive impact on the local economy. Marion County will be submitting an application for a Florida Wildlife Conservation Commission (FWCC) Florida Boating Improvement Program (FBIP) grant for improvements to the Marion County boat ramp at Heagy Burry Park on Orange Lake. Marion County has requested a letter of support for the project and grant application.

Issues

None

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Chair Letter to Chair McCain.pdf
Attachment: Heagy Burry Park Location Map.pdf

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

August 9, 2011

Commissioner Stan McClain, Chair
Marion County Board of County Commissioners
601 SE 25 Avenue
Ocala, FL 34471

Re: Heagy Burry Boat Ramp Improvements

Dear Chairman McClain: Stan

The Alachua County Commission is in support of Marion County's efforts to improve boating access at its Heagy Burry Boat Ramp on Orange Lake using Florida Wildlife Conservation Commission (FWCC) Florida Boating Improvement Program (FBIP) grant funds.

The Heagy Burry Boat Ramp is the only usable public ramp on Orange Lake during low water conditions. The planned improvements such as replacing the single-lane boat ramp with a double ramp, resurfacing of the existing parking lot and staging area, a fish weigh-in station, and stabilized grass parking will improve access to Orange Lake for the local community. These improvements will also potentially benefit the local economy by drawing large fishing tournaments to the area.

We wish you success in your efforts to improve public access to our beautiful water resources in Marion and Alachua Counties.

Sincerely,

Lee Pinkoson, Chair
Alachua County Commission
Chr11.091

Hope all is well!

LP/RA/klc

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

A. **Heagy Burry Park**
Citra, FL

August 9, 2011 Regular BoCC Meeting
Agenda Item #43

Title
Execute Options to purchase Conservation Easement and Fee Interests on the Barr Hammock - Butler Tract by Alachua County Forever. (Amended)

Amount
Acquisition $114,667. Annual Stewardship $550.

Description
Request for the Board of County Commissioners to Execute the Option Contracts to purchase Conservation Easement and Fee Interests on the Barr Hammock - Butler Tract and direct staff to complete due diligence and return to the Board for a final decision.

Recommendation
The Board should execute the Option Contracts to purchase Conservation Easement and Fee Interests on the Barr Hammock - Butler Tract and direct staff to complete due diligence and return to the Board for a final decision.

Alternative(s)
The Board should not execute Option Contracts.

Requested By
Ramesh P. Buch 264-6804

Originating Department
Environmental Protection.

Attachment(s) Description
Exhibit 1: Option Contract to purchase a Conservation Easement on the Barr Hammock - Butler Tract in favor of Alachua County and the United States. Exhibit 2: Option Contract to purchase a Conservation Easement and a Fee Interest on the Barr Hammock - Butler Tract in favor of Alachua County. Exhibit 3: Site Evaluation. Exhibit 4: Cost estimates.

Documents Requiring Action
Option Contracts to purchase a Conservation Easement and Fee Interests on the Barr Hammock - Butler Tract. (Exhibit 1 (3 COPIES) and Exhibit 2 (2 COPIES)). Do not execute Conservation Easements (Exhibits B to Exhibits 1 and 2).

Executive Summary
Staff requests that the Board of County Commissioners (BoCC) execute the Option Contracts to purchase Conservation Easement and Fee Interests on the Barr Hammock - Butler Tract. Upon execution of the Option Contracts, within 120 days, staff will perform the necessary due diligence including Title, Survey and Environmental Assessments. Staff will return to the BoCC at a properly noticed public hearing for final action on these acquisitions. Fifty percent of the costs of acquisition is being funded through a grant from the federal Farm and Ranchland Protection Program (FRPP), and the Butler family is donating an additional 23.67% of the purchase price.

Background
The Land Conservation Board added the Butler conservation easement project (Exhibit 3) to the Alachua County Forever (ACF) Priority Pool on August 27, 2008 and recommended that acquisition be contingent on leveraging the cost of acquisition. ACF staff

applied for and was awarded a United States Department of Agriculture National Resources Conservation Service (NRCS) Farm and Ranchland Protection Program (FRPP) grant to offset 50% of the costs. In addition, the Butler Family has agreed to donate an additional 24% of the purchase price. The BoCC approved the FRPP Grant Contract on July 14, 2009 and added the Butler project to the ACF Active Acquisition List on October 13, 2009. During the negotiations, the Butler family and County staff agreed to only focus on the two southern tracts (parcels 16330-000-000 and 16373-000-000) as these were the most important. The intent of this transaction is to leave the property in private ownership, under private management and in active ranching while still protecting the conservation values on the property. The Butler Tract is adjacent to the 5,500-acre Barr Hammock Levy Prairie complex already protected by the County. Thus Butler has significant conservation value by virtue of their location and the purchase of the fee portion completes a recreational trail along the levee. The FRPP's purpose is to prevent conversion of the agricultural land to non-food production and thus maintain the nation's food security. Some allowances may be made in areas bordering riparian corridors, critical areas, historical and archaeological resource sites, provided such restrictions do not result in a significant loss in agricultural acreage. Under the typical NRCS easements, the landowners also agree not to convert any high value conservation land to agricultural use or development. However, under the typical FRPP easement, there can be intensification of agricultural practices to the point where adjacent conservation lands, and existing conservation features on the property could be impacted. The second conservation easement, this one between the County and the Butler family, adds a layer of protection so the project better meets the purposes of the Alachua County Forever referendum. This second easement limits these impacts while maintaining and protecting the landowner's ability to ranch and farm the land to meet their and the FRPP's goals. The purchase price for the 74-acre NRCS Easement is $212,250 (about $2,830 per acre) of which the County share is $70,750 (about 25%). The purchase price for the second 74-acre easement includes purchasing fee simple a critical 0.71-acre strip along the southern boundary for $3,763 funded by the County alone. The Butler family will continue to manage the property and the County's stewardship role is limited to annual monitoring. These and other acquisition costs are estimated in Exhibit 4.

Issues
The BoCC has encouraged and directed staff to leverage local funds a much as possible. This grant adds to the $57 million in outside funding directed at conservation of land on the Active Acquisition List. Alachua County will hold title to the easement, serve as the easement monitor and enforce any terms therein. The property owners will continue to use the property as they have done traditionally. Any new uses are subject to the restrictions in the easement.

Fiscal Recommendation
Acquisition: $114,667. Annual Stewardship: $550.

Fiscal Alternative(s)
No additional expenditures.

Funding Sources
Wild Spaces and Public Places Surtax proceeds

Account Code(s)
Fund 302-5564.

Attachment: Exhibit 4 Costs.pdf
Attachment: Exhibit 1 Option for Sale Barr Hammock 1 Final.pdf
Attachment: Exhibit 3 Butler Evaluation.pdf
Attachment: Exhibit 2 Option for Sale Barr Hammock Final.pdf

OPTION AGREEMENT FOR SALE AND PURCHASE

WHEREAS, ALVIN B. BUTLER, AS TRUSTEE OF THE A.C. BUTLER FAMILY TRUST, DATED DECEMBER 17, 2010, whose address is 1356 SW Wacahoota Road, Micanopy, FL 32667, who are the owners in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described below; and

WHEREAS, the owners intend that the conservation values of the referenced property be preserved and maintained by the continuation of land use patterns existing at the time of this grant that do not significantly impair or interfere with the property's conservation values; and

WHEREAS, the owners further intend, as owners of the property described in this Option Agreement, to convey to Alachua County the right to preserve and protect the conservation values of the referenced property in perpetuity; and

WHEREAS, Alachua County is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

WHEREAS, Alachua County desires to honor the intentions of the owner to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of Alachua County, pursuant to section 704.06, Florida Statutes;

NOW, THEREFORE:

THIS AGREEMENT is made this 9th day of August, 2011, between **ALVIN B. BUTLER, AS TRUSTEE OF THE A.C. BUTLER FAMILY TRUST, DATED DECEMBER 17, 2010,** whose address is c/o Richard M. Knellinger, P.A., 2815 NW 13th Street, Gainesville, FL 32609-2865, as "Seller" and **ALACHUA COUNTY**, a charter county and political subdivision of Florida (the "County"), with an address at 12 S.E. 1st Street, Gainesville, FL 32602-2877, and its successors and assigns, as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Alachua County, Florida, described in Exhibit "A" ("Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties but exercise of the option is effective only if Purchaser gives written notice of exercise to Seller. The exercise of the option is subject to approval by the Alachua County Board of County Commissioners (the "Board") and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 (the "County").

2. OPTION TERMS. The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 180 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3. A. PURCHASE PRICE. The purchase price for the Easement is TWO HUNDRED TWELVE THOUSAND TWO HUNDRED FIFTY DOLLARS ($212,250.00) ("Initial Purchase Price") which, after credit for the amount of the Option Payment, will be paid in cash (or, if this option is assigned to the Board, by County check) at closing. Seller hereby authorizes Purchaser to issue a County check or deliver cash for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Purchase Price, hereinafter defined, by Purchaser and upon confirmation that the Final Purchase Price is not in excess of the maximum value of the Easement as determined in accordance with applicable County rules and regulations ("County Approved Value"). The determination of the County Approved Value and the Final Purchase Price can only be made after the completion and the County's approval of the survey required in paragraph 5.

B. ADJUSTMENT OF PURCHASE PRICE. The Initial Purchase Price is based upon $2,830 per acre ("Acre Price") for an estimated 75 unsurveyed acres. For purposes of this Agreement, Acres shall mean those lands located within the boundary of the final County approved survey required by paragraph 5. hereof. The "Final Purchase Price" shall be obtained by multiplying the lower of the Acre Price or the final County approved maximum value per acre permitted to be paid under applicable Alachua County rules and regulations ("Final County Approved Acre Value"), by the surveyed acreage of the Property shown on the final County approved survey obtained in accordance with paragraph 5 below. The Acre Price as set forth above in this paragraph will not decrease unless the Acre Price is in excess of the Final County Approved Acre Value. If the Acre Price is in excess of the Final County Approved Acre Value, Seller may elect to terminate this Agreement within ten (10) days of receipt of written notice from the Purchaser of the Final Purchase Price and neither party shall have any further obligations under this Agreement. Should Seller elect not to terminate this Agreement, the Acre Price will be reduced to the Final County Approved Acre Price. Seller hereby authorizes Purchaser to issue a check for the Final Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes.

4. A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance,

material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 2% of the Final Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the easement, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring marketable title to the Easement in the amount of the purchase price. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit B, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

9. SUBORDINATION. If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Easement, to subordinate its rights in the Property to the Easement.

10. A. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, and 380.08(2), Florida Statutes, on forms provided by Purchaser. Purchaser shall prepare the easement described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit in the form attached hereto as Exhibit C.

B. BASELINE DOCUMENTATION. Purchaser shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline

documentation shall be borne by Seller. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefor absorbed in the same manner the cost of the baseline documentation is absorbed.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the easement described in paragraph 8. of this Agreement and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Conservation Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental audit, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 20 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed $5,000 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller

has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the benefit of the holder of the Conservation Easement over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Conservation Easement.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller shall convey the Property to Alvin B. Butler as Trustee of the A.C. Butler Family Trust (the "Trust") prior to closing, and shall assign this Agreement to the Trust. The Trust shall assume all of the Seller's obligations under this Agreement. However, the assignment of this Agreement to the Trust shall not relieve the Seller of any liability hereunder..

21. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the easement described in paragraph 8. of this Agreement.

30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. NONCASH CHARITABLE CONTRIBUTION. Notwithstanding anything in this Agreement to the contrary, it is understood between the parties that it is Seller's intent to claim a noncash charitable contribution to the County. Purchaser acknowledges that the Seller intends to claim a noncash charitable contribution to the County. Purchaser's acknowledgment, however, does not represent any concurrence in the Seller's claimed fair market value. Upon receipt of the Property, Purchaser agrees to complete Part IV of Internal Revenue Service form 8283 for Seller.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE APRIL 15, 2011, THIS OFFER WILL BE VOID UNLESS THE PURCHASER, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON SELLER UPON SELLER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) CONFIRMATION THAT THE FINAL PURCHASE PRICE IS NOT IN EXCESS OF THE COUNTY APPROVED VALUE OF THE EASEMENT, AND (2) COUNTY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER.

WITNESSES AS TO SELLER

Print Name: RAMESH BUCH

Print Name: RICHARD M. KNELLINGER

SELLER

By: _____
ALVIN B. BUTLER, AS TRUSTEE OF
THE A.C. BUTLER FAMILY TRUST,
DATED DECEMBER 17, 2010

Date signed by Seller: July 8, 2011

STATE OF _____)
) ss.
COUNTY OF _____

The foregoing instrument was acknowledged before me this 8th day of July, 2011, by ALVIN B. BUTLER as sole Trustee of the A.C. Butler Family Trust, dated December 17, 2010, on behalf of the a.c. butler trust who is personally known to me or who has produced a driver's license as identification and who did take an oath that the foregoing description and acknowledgements made on personal knowledge are true.

(NOTARY SEAL)

_____
Notary Public
RICHARD M. KNELLINGER
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires _____

RICHARD M. KNELLINGER
MY COMMISSION # DD 718644
EXPIRES: January 24, 2012
Bonded Thru Notary Public Underwriters

PURCHASER

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chair

J.K. Irby, Clerk

Approved as to form:

_____
County Attorney

(SEAL)

EXHIBIT "A" TO OPTION AGREEMENT
LEGAL DESCRIPTION

16330-000-000: Lot 34 of the Plat of The Harrison Estate of Lot 7 of the Moses E. Levy Grant, as recorded in Chancery Order Book "C", page 432, of the Public Records of Alachua County, Florida.

TOGETHER WITH a perpetual, non-exclusive easement for ingress, egress and public utilities over the East 100 feet of Lot 27 and over the East 100 feet of that part of Lot 24 lying South of the Old Micanopy Road, also known as Wacahoota Road; all in the Plat of The Harrison Estate of Lot 7 of the Moses E. Levy Grant, as recorded in Chancery Order Book "C", page 432 of the Public Records of Alachua County, Florida.

16373-000-000: Lot 37 of Lot 7 of Harrison's Subdivision in the Moses E. Levy Grant, in Township 11 South, Range 20 East, as per map thereof set forth in Chancery Order Book C, page 432, of the Public Records of Alachua County, Florida. Less and except a certain five (5) acre area to be further described by survey and depicted in the map below as a hatched area and labeled as "out". Less and except a certain 0.71 acre area to be further described by survey and depicted in the map below as a hatched area and labeled as "out".

Map of Protected Property

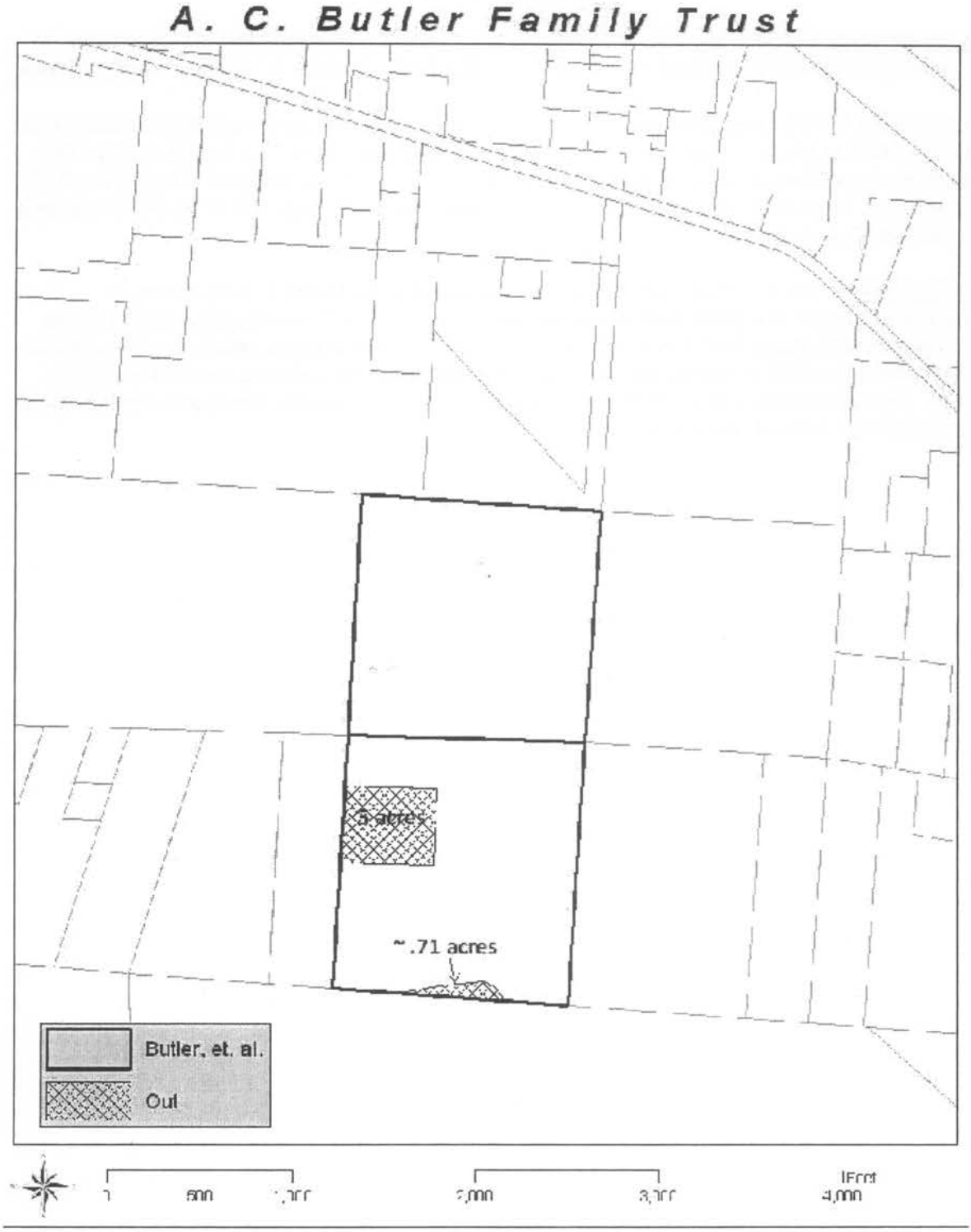


EXHIBIT "B" TO OPTION AGREEMENT
CONSERVATION EASEMENT

EXHIBIT "B" TO OPTION AGREEMENT
CONSERVATION EASEMENT

This instrument prepared by:
David Wagner, County Attorney
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877

DEED OF CONSERVATION EASEMENT

THIS GRANT OF A CONSERVATION EASEMENT is made and entered this _____ day of _____, 2011, by A. C. Butler Family Trust (hereinafter referred to as "Grantor"), having an address at 1218 SW Wacahoota Road, Micanopy, FL 32667 and ALACHUA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, a local government, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877 (hereinafter referred to as the "County"), and to the United States of America ("United States"), acting by and through the United States Department of Agriculture ("USDA"), Natural Resources Conservation Service ("NRCS") acting on behalf of the Commodity Credit Corporation as its interest appears herein. The Grantor and Grantee are collectively referred to as "The Parties".

The County shall have the primary responsibility for management and enforcement of the terms of this Conservation Easement Deed, subject to the rights of the United States.

Exhibits to this Conservation Easement include the following:

Exhibit "A"	Legal Description of Protected Property
Exhibit "B"	Site Description and Map of the Protected Property from the Baseline Documentation Report

RECITALS:

A. PROTECTED PROPERTY. The Grantor is sole owner in fee simple of certain real property located in Alachua County, in the State of Florida, described and depicted in the attached Exhibit "A" (the "Protected Property"). The Protected Property is the same property described in two deeds, respectively dated April 21, 2005 and recorded in Official Records Book 3109, Page 878 and dated September 19, 2000 and recorded in Book 2312, Page 2995, in the Alachua County Registry of Deeds,

The Protected Property consists primarily of productive agricultural land. Approximately __% of the soils has been classified as _____ farmland, and __% have been classified as _____ farmland by the Natural Resources Conservation Service, U.S. Department of Agriculture. The primary purpose of this Conservation Easement is to protect the agricultural soils, agricultural viability, and general productive capacity of the Protected Property in perpetuity.

B. CONSERVATION PURPOSES AND VALUES. The Protected Property, in its present state, has significant natural, aesthetic, scientific and educational values as a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder (collectively, "**Conservation Values**"). Such

Conservation Values and the Protected Property's state of improvement are documented in a Baseline Documentation Report and as described further below.

- The Protected Property lies within an area of renowned karst topography in North-Central Florida and is vital to, and supports direct recharge of, the Floridan aquifer – the primary source of Florida's drinking water supply.
- The Protected Property lies within the overall Barr Hammock- Levy Lake Project in southern Alachua County, Florida, near the confluence of several physiographic provinces including the Northern Highlands, the Alachua Lake Cross Valley and the Western Valley and also lies just east of the northern extent of the Brooksville Ridge.
- The Protected Property is contiguous to – and provides a vital addition to Barr Hammock/Levy Prairie, a natural area protected by Alachua County and NRCS.
- The Protected Property includes several regionally important natural communities including several herbaceous wetland communities and mesic hammock, as described in the Baseline Documentation Report and which provide significant habitat for wading birds, other avifauna and numerous other wildlife species, including federally and state listed species such as the bald eagle, sandhill crane and the swallow-tailed kite.

Additionally, the perpetual conservation of the Protected Property will help to forge an interconnected system of conservation lands in both fee and less-than-fee protection scenarios that will assist in sustaining Florida's rare plant and animal populations, plant communities, natural habitats, water supplies, wetlands, wildlife and as well as contributing to the state's overall economy by maintaining productive agricultural lands.

The condition and characteristics of the specific Conservation Values of the Protected Property are documented in the "Baseline Documentation Report for the Butler Conservation Easement Tract in Alachua County, Florida", ("Baseline Documentation Report"), dated _____ which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant and which Baseline Documentation Report establishes the condition of the Property at the time of the gift as provided in Treasury Regulation Section 1.170A-14(g)(5). The Baseline Documentation Report shall be signed by Grantor and Grantee and shall be maintained on file with Grantor and also in the offices of the Alachua County Environmental Protection Department and is incorporated by this reference. A copy of the Baseline Documentation Report is available from the County department on request. Exhibit "B" contains a copy of a map of the Property as contained within the Baseline Documentation Report.

C. EXISTING USES. Current uses of the Protected Property include cattle grazing and preservation of natural areas. The Conservation Values of the Protected Property are not likely to be adversely affected, to any substantial extent, by these uses of the Protected Property, at current levels.

The fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses allowed by the terms of this Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses

that are not allowed by this Conservation Easement has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it.

D. QUALIFIED AGENCY. The County is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition.

Under the authority of the Farm and Ranch Lands Protection Program, (16 USC 3838h and 3838i) the United States Department of Agriculture's Natural Resources Conservation Service (hereinafter the "United States") has provided on behalf of the Commodity Credit Corporation $132,000 to the County for the acquisition of this Conservation Easement, entitling the United States to the rights identified herein as a Grantee.

It is the purpose of FRPP to purchase interests in land in order to protect prime, unique and other important agricultural soils by preventing the conversion of soils to non-agricultural uses.

GRANT OF CONSERVATION EASEMENT:

NOW THEREFORE, the Grantor conveys and warrants to the Grantees a perpetual Conservation Easement over the Protected Property. The scope, terms and conditions of this Conservation Easement are set forth in this Conservation Easement Deed. This conveyance is a grant from the Grantor to the Grantees. For and in consideration of the facts above recited and of the mutual covenants, terms, conditions, and restrictions herein contained and pursuant to the laws of the State of Florida as and in particular Section 704.06, and in consideration of the payment of $212,250 to Grantor, the Grantor hereby grants and conveys unto the County and the United States, and their successors and assigns forever a Conservation Easement in perpetuity over the Protected Property consisting of the following terms and conditions ("**Easement**").

The United States is granted the same rights as the County under this Easement. However, the United States will only exercise those rights as specifically set forth below. When the United States does exercise its rights, the term "County" shall be read to include the "United States," unless context specifically indicates otherwise. Until such time, if ever, the United States exercises its rights, the parties agree that the County is the primary steward of this Easement.

1. PURPOSE

It is the purpose of this Easement to assure that the Protected Property will be retained forever substantially unchanged from its present natural condition as a mosaic of regionally significant natural communities, including a variety of both forested uplands, forested wetlands and herbaceous wetlands, and improved pasture areas; to protect any rare plants, animals, or plant communities on the Protected Property; to maintain and conserve its water quantity, water quality, wetlands and riparian areas; to preserve its present aesthetic, agricultural and open space condition; to preserve the buffering function the Protected Property provides to Barr Hammock and Levy Prairie; and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property. Additionally, encumbering the Protected Property to protect the Conservation Values therein will enhance and connect adjacent lands already in conservation. The Grantor intends that this Easement will confine the use of the Protected Property to activities that are consistent with the purpose of this Easement.

2. PROHIBITED USES/RESTRICTIONS

Any activity on or use of the Protected Property inconsistent with the purpose of this Easement is prohibited. Without limiting the applicability of the foregoing, the following activities and uses are expressly prohibited on the Protected Property except as expressly provided in Section 3:

2.1. Non-Agricultural Activity. The Protected Property shall not be converted to non-agricultural use. The recreation, open space, natural area preservation and/or restoration uses authorized under the terms of this Easement shall not be considered as conversion to non-agricultural use.

2.2. Non-Agricultural Commercial Activity. There shall be no industrial or commercial activity undertaken or allowed on the Protected Property except as expressly permitted in Sections 3.5 and 3.11. Further, there shall be no for-profit recreational activity undertaken or allowed on the Protected Property unless it is determined by the County that such activity is consistent with the purposes of this Easement and does not adversely affect any of the Conservation Values of the Protected Property.

2.3. Structures. There shall be no construction or placing of any house, garage, barn or other building or improvement, tennis or other recreational court, golf course, landing strip, mobile home, fence or sign (other than those permitted herein), asphalt, concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, wind turbine, automatic yard light (except motion detection lights) or related structures, or any other temporary or permanent structure or facility on the Protected Property except as provided for or reserved in Section 3. Before undertaking any placement or construction that requires advance consent, the Grantor shall notify the County and obtain written consent. All construction or reconstruction is subject to all applicable zoning regulations and must be consistent with permits required by and issued by Alachua County under its laws and ordinances for such construction activities.

2.4. Roads and Impervious Surfaces. There shall be no building of new roads or other rights of ways with impervious surfaces except as expressly reserved in Sections 3.2(a) and 3.4 , The construction of non-impervious surface roads and other rights of way is permitted, provided the prior approval of the County is obtained, whose approval shall not be unreasonably withheld, and provided such roads or other rights of way further the purposes of this Easement or are necessary to accomplish any rights reserved pursuant to this Easement and which are consistent with the preservation of the Protected Property. Existing unpaved roads may be maintained but shall not be widened or improved, except as permitted under Section 3.4.

Impervious surfaces shall not exceed two (2%) percent of the total Easement acreage. Impervious surfaces shall include the surface area utilized by permitted agricultural buildings (with or without flooring), and paved areas on the Protected Property (but shall not include public or county roads or other roads paved by easement holders who have rights that may be superior to the rights conveyed to Grantees by this Easement).

2.5. Subdivision. The Protected Property may not be further divided, partitioned, subdivided or conveyed into more than the total two (2) parcels existing at the time of the recording of this Easement.

2.6. Mining. There shall be no mining, drilling, exploring for or removal of minerals from the Protected Property.

2.7. Topography. There shall be no ditching, trenching, draining, diking, filling, excavating, removal of topsoil, sand, gravel, rock or other materials (including the removal of substratum from streambeds), or any change in the topography of the Protected Property in any manner except in conjunction with activities otherwise specifically authorized herein and in accordance with the Stewardship Plan as defined in Section 4 (the "Stewardship Plan") as part of a restoration effort and in accordance with all applicable governmental regulations.

2.8. Water. There shall be no manipulation or alteration of creeks, streams, surface or subsurface springs or other bodies of water or the shorelines thereof, except for those manipulations or alterations as part of the permitted restoration or enhancement efforts as set forth in Section 3.10, and consistent with the Stewardship Plan. Any activity which is detrimental to natural drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation is prohibited.

2.9. Dumping. Dumping of non-biodegradable, toxic or hazardous substances, soil and liquid, unsightly or offensive materials, trash, garbage, wastes, abandoned vehicles, appliances, machinery, or similar material is prohibited. This prohibition includes those substances now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants. This prohibition shall not be construed to prohibit reasonable amounts of waste that are generated in accordance with allowed uses, including agriculture or game management where allowed, conducted in accordance with provisions of this Easement, and that is disposed of in accordance with the applicable local, state and federal requirements and Best Management Practices adopted by the Florida Department of Agriculture and Consumer Services or its successor agency, as amended from time to time.

2.10. Vehicles. There shall be no operation of dune buggies, motorcycles, all-terrain vehicles (ATVs) or other types of motorized recreational vehicles on the Protected Property, except as necessary to carry-out activities otherwise allowed by this Easement. Cars, trucks, and other farm and ranch vehicles shall not be considered as recreational vehicles when used for the agricultural purposes allowed by this Easement. All permitted vehicle use shall be conducted in a manner that minimizes damage to the all the Conservation Values of the Protected Property.

2.11. Plant Removal and Introduction. Except as permitted under Sections 3.2, 3.10 and 3.11, there shall be no excavation and/or removal of native plants on or from the Protected Property except as approved in the Stewardship Plan or when, based on consultation with and written consent from the County, it is agreed that excavation and/or removal of native plants would enhance the Conservation Values of the Protected Property or is necessary to maintain existing and future permitted fences. Grazing and uprooting of native plants by livestock or removal of native species by other agricultural range practices that do not significantly compromise any of the Conservation Values of the Protected Property shall not be considered excavation or removal.

Except for reseeding areas designated as "Farmstead Area" in the Baseline Documentation Report with noninvasive pasture grasses, the planting or overseeding of trees, grasses or other plant species is prohibited on the Protected Property without the prior written approval of the County. There shall be no planting or introduction of any non-native species of vegetation, except non-invasive

species recommended by the Florida Department of Agriculture and Consumer Services or the University of Florida Institute for Food and Agricultural Sciences ("IFAS") for agricultural production.

The Grantor shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Weed List (62C-52, F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.), 5) listed in a successor list to any of the above lists, and 6) a similar list contained in the Stewardship Plan. The plants contained in lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species". The Grantor shall to the degree practicable, as outlined in the Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species.

The Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Protected Property, together with the right of ingress and egress to the Protected Property for the purpose of exercising such right. Under no circumstances, shall this right conveyed to Grantee be construed to diminish the Grantor's responsibilities under this paragraph or as an obligation of Grantee. Further, the Grantor shall coordinate with the managers of adjacent conservation or public lands in any activities undertaken to control invasive non-native species occurring thereon to the greatest extent practicable.

Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantors' activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any corresponding state statute.

2.12. Herbicides and Pesticides. There shall be no indiscriminant broadcast spraying of herbicides or pesticides. Government-approved herbicides and pesticides may be used by spot applications to control state-designated noxious weeds, invasive woody species or pest insect infestations, provided their use is designed to minimize the impact on all the Conservation Values of the Protected Property and as may be otherwise permitted in the Stewardship Plan. Broadcast spraying of herbicides or pesticides may be permitted with prior written approval by the County, provided that, at a minimum, the following conditions are met: (i) spot treatment is not practical because of the severity of the infestation; (ii) timing of application is scheduled to minimize damage to non-target species; and (iii) type of herbicide or pesticide used has the least impact to non-target species while still being effective in controlling target species. The County shall have sole discretion in granting or denying broadcast spraying of herbicides or pesticides. Herbicides and pesticides shall be used only in those amounts and with a frequency of application that reasonably constitute the minimum necessary for control and shall be used in accordance with product label instructions and in compliance with all applicable governmental regulations.

2.13. Density. Neither the Protected Property nor any portion of it shall be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage or open space requirements under otherwise applicable laws, regulations or

ordinances controlling land use and building density. No development rights shall be transferred to any other lands pursuant to a transferable development rights scheme, cluster development arrangement or otherwise.

2.14. Utilities. The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, and wind farms is prohibited. Notwithstanding this prohibition the Grantee may install utilities for permitted agricultural uses of the Protected Property pursuant to Section 3.2 (b) that are not inconsistent with the purposes of the Easement and do not have an adverse impact on the Conservation Values.

2.15. Access. Grantor may retain or grant access across the Protected Property, provided such use does not have an adverse impact on the Conservation Values or the agricultural viability of the Protected Property.

3. GRANTOR'S RESERVED RIGHTS

The Grantor reserves for himself/herself, Grantor's heirs, successors and assigns, all rights as owners of the Protected Property to use the Protected Property for all purposes that are not expressly prohibited herein and are not inconsistent with this Easement. Without limiting the applicability of the foregoing, the following rights are expressly reserved:

3.1. Conveyance. The right to sell, give, mortgage, lease or otherwise convey the Protected Property, provided that such conveyance is subject to this Easement and written notice is provided to the Grantee in accordance with Section 8.14.

3.2 Structures and Improvements. The right to utilize the structures currently existing on the Protected Property and documented in the Baseline Documentation Report, and to construct additional structures only as provided for in subparagraphs (a) and (b).

(a) Agricultural Structures and Improvements - The cumulative acreage that may be used for all agricultural structures and improvements permitted in this Easement, including but not limited to pole barns, sheds, photovoltaic solar equipment, above and below ground storage tanks, as well as impervious roads, concrete pads or any impervious surfaces as defined in 2.4 existing agricultural structures and improvements as described in the Baseline Documentation Report and as otherwise referenced in Section 3, shall not exceed a total of 1.5 acres. The total footprint of all structures permitted herein shall not exceed 7,500 square feet.

Once erected, all permitted agricultural structures and improvements, may be replaced at their then-current locations within the "Farmstead Area," as shown on Exhibit "B", without further consent from the County, provided that written notice is provided to the County no later than 60 days prior to commencement of such activity. All permitted structures, including agricultural structures and improvements may be repaired at any time with written notice provided to the County concurrently with the commencement of any significant repair activity. New buildings, including barns, sheds, and other structures and improvements are to be used primarily for agricultural purposes (including the processing or sale of farm products predominantly grown or raised on the Protected Property) and may be built on the Protected Property without any further consent of the County provided: (i) the structures are located within the "Farmstead Area"; (ii) the structures are located at least one-eighth (1/8) of a mile from the edge of Levy Prairie; and (iii) written notice is provided to the

County no later than 60 days prior to commencement of such construction. Notwithstanding the aforementioned, small structures such as feeding and watering troughs and other mobile, or minor structures may be located closer than one-eighth (1/8) of a mile from Levy Prairie provided prior written consent is obtained from the Grantee, which may be withheld in the Grantee's sole discretion.

(b) Utility Services and Septic Systems – Installation, maintenance, repair, replacement, removal, and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Protected Property necessary to provide electrical, gas, water, sewer, or other utilities to serve the agricultural structures allowed on the Protected Property and to serve the parcel depicted as "Out" in Exhibit "B" are permitted herein, and the right to grant easements over and under the Protected Property for such limited purposes, is expressly reserved and permitted, provided the impact of such installation and maintenance on any of the Conservation Values is minimized to the greatest extent possible. The Grantors shall not permit or grant easements for utility transmission or distribution facilities or systems without the written consent of the County and the United States, which may be withheld in the sole discretion of the County or the United States. Maintenance, repair or improvement of a septic system(s) or other underground sanitary system that exists on the Protected Property at the time of this Easement, or the construction of a septic or other underground sanitary system, for the benefit of any of the improvements permitted herein, is expressly reserved and permitted. All other utilities are prohibited on the Protected Property including, but not limited to, cellular communication towers or structures.

3.3 Existing Water Wells. The right to maintain and replace, if needed, the two (2) existing water wells with wells of the same withdraw capacity located on the Protected Property and identified in the Baseline Documentation Report, and to drill up to one (1) additional well, if necessary, to exercise the rights reserved by the Grantor hereunder, provided that activity does not have an adverse impact on any of the Conservation Values of the Protected Property and all water removed from these wells is for use solely in connection with the permitted activities on the Protected Property, and is not sold commercially or used off the Protected Property. The new well shall not exceed 4 inches in diameter unless a larger well is necessary to preserve the Conservation Values of the Protected Property.

3.4. Roads and Trails. In order to prevent erosion and soil loss or otherwise protect or enhance the Conservation Values, the Grantor may relocate existing unimproved pasture roads/trails on the Protected Property, provided their total number and cumulative length does not increase and the disturbance to soils is minimized. Existing pasture roads/trails are identified in the Baseline Documentation Report. Abandoned roads and trails shall be returned to native vegetation cover, either by letting natural succession occur or by replanting with appropriate, native species (based on soil type) using local ecotypes.

3.5. Agricultural Operations. Subject to the terms and conditions contained in this Easement, the Protected Property may be used for agricultural production, including cultivation of row crops, horticulture, apiaries, viniculture and limited silviculture, raising of livestock, breeding or boarding of animals hay, pasture, and range, provided that it be done in a manner that will: (i) maintain native plant and animal communities; (ii) minimize erosion; (iii) minimize invasion by exotic plants by retaining healthy vegetative cover; (iv) protect sensitive aquatic resources such as riparian areas, pools, ponds, springs and seeps; and (v) be consistent with the Stewardship Plan. No

forested area and no native ground cover shall be cleared for cattle ranching or haying activities. Off-site native species may be removed from the Protected Property in the existing Farmstead Area as depicted in the Baseline Documentation Report to maintain the current extent of the agricultural operations.

3.6. Water for Agricultural Purposes. The Grantor is permitted to construct ponds and restore wetlands in accordance with an NRCS Conservation Plan and NRCS standards and specifications. Ponds must support agricultural operations such as irrigation, livestock water supplies, or fire control. The size and number of the ponds and wetlands must be supported by the appropriate documentation in the NRCS Conservation Plan case file, but in no event shall the cumulative total area of any newly-constructed wetlands exceed two (2) acres. To the extent required for onsite agricultural purposes, including grazing of livestock and crop irrigation on the Protected Property, the Grantor may make irrigation improvements, or make improvements to existing water sources, including but not limited to the wells described in 3.3. New impoundments or expansions of existing impoundments are permitted only with the written consent of the County, which consent may be withheld in the County's sole discretion. Such alterations shall be made in a manner that does not adversely affect water quality or quantity, and minimizes negative impacts to soils. Water-pumping windmills, solar-power water pumps or other non-intrusive water pumping systems may be used to provide ground water to livestock and irrigation for crops, provide that such systems do not have an adverse impact on any of the Conservation Values of the Protected Property.

3.7. Fences and Other Similar Structures. The Grantor shall, repair, replace, maintain, improve or remove existing fencing, small structures, corrals or other devices as the Grantor deems necessary to secure the Protected Property, and as required for permitted grazing of livestock on the Protected Property, as well as those fences deemed necessary by the Grantee to limit livestock access to sensitive areas and wetlands. Such required fences shall be erected in such a way and of such type to preserve wildlife access, and shall be described more specifically in the Stewardship Plan. The Grantor may, but shall not be obligated to, repair, replace, maintain, improve or remove any other fence or corral located on the Protected Property as of the date of this Easement. The Grantor may also construct new fences, small structures and corrals necessary for the agricultural and ranching uses of the Protected Property as permitted herein, such as for the watering, feeding, handling and temporary shelter of livestock or in accordance with the Stewardship Plan and Section 3.10 as part of a restoration effort, provided that any such new fences, corrals or similar structures do not lead to increased wildlife mortality, decreased wildlife access, or significantly harm any of the Conservation Values of the Protected Property. Once any such structures are erected, they shall be regarded in the same manner as those structures existing as of the date of this Easement and may be maintained, repaired, replaced or removed by the Grantor without prior consent from the County.

3.8. Recreation and Educational Activity. Grantor, Grantor's invitees, licensees, and lessees may continue to use and enjoy the Protected Property for non-commercial recreational uses such as hiking, horseback riding, hunting and fishing provided such activities do not impair any of the Conservation Values, and are consistent with the purposes of this Easement and are not prohibited in Section 2 or elsewhere in the Easement. Grantor and Grantor's lessees and licensees shall comply with all applicable state and federal laws in connection with this and all other uses of the Protected Property. Under no circumstances shall there be any hunting, trapping, fishing or intentional killing of any state or federally protected species. Recreational and educational improvements may only be built within the "Farmstead Area". Under no circumstances shall the Protected Property be used for athletic fields, golf courses, driving ranges, commercial airstrips,

helicopter pads, motocross biking, or any other activity inconsistent with current or future agricultural production on the Protected Property.

3.9 Signs. The Grantor may place on the Protected Property interpretive signs, such as signs identifying that the Protected Property is protected by this Easement, a participant in the Farm and Ranch Lands Protection Program, or signs identifying habitat improvements, as well as "no hunting", "no trespassing" or similar signs.

3.10. Restoration and Enhancement. The Grantor and Grantee may, but shall not be obligated to, undertake activities necessary to enhance or restore the native plant and animal communities and Conservation Values of the Protected Property, as identified in Section B of this Easement and in the Baseline Documentation Report (defined in Section 5), including prescribed burning. Any restoration or enhancement allowed pursuant to this provision must be consistent with the Conservation Programs Manual (CPM) Part 519.64K that is in effect at the time this Easement is granted.

3.11. Timber Resources. The Grantor may plant and then harvest pine from the Protected Property for personal or commercial use in the "Farmstead Area" only. Any such timber thinning and harvesting shall be conducted in manner that protects the water quality of waterbodies, wetlands and riparian zones on the Protected Property, and conserve or enhance the viable populations of native plant and animal species on the Protected Property. Further, any timber harvesting on the Protected Property shall be carried out in accordance with a written forest management plan consistent with this Easement, prepared by a licensed professional forester, or by some other qualified person approved in advance and in writing by the County. Said plan shall have been prepared not more than ten years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to the timber harvest.

At least thirty (30) days prior to timber harvesting, the Grantor shall submit to the County a written certification, signed by a licensed professional forester, or by some other qualified person approved in advance and in writing by the County, that such plan has been prepared in compliance with the terms of this Easement. The County may request the Grantor to submit the plan to the County within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

Such forest management activities shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted Best Management Practices for the sites, soils, and terrain of the Protected Property.

3.12 Fertilizer. The Grantor may apply fertilizer on the Protected Property for Agricultural Purposes in accordance with the Stewardship Plan described below, provided that the Grantor does not apply fertilizer on the Protected Property within five-hundred (500) feet of Levy Prairie, and provided that such fertilizer application is not detrimental to the Conservation Values of the Protected Property.

4. EASEMENT STEWARDSHIP PLAN

As a condition of receiving funding from the Farm and Ranch Lands Protection Program, and as required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, Grantor's heirs, successors or assigns, shall conduct all agricultural operations on the Protected Property in a manner consistent with a Conservation Plan for highly erodible lands (HEL) in consultation with NRCS and the County and approved by the Conservation District in the event that a determination has been made that such a plan is required by NRCS. Provided that such a Plan is mandated, this Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Easement. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the Conservation Plan. In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed ninety (90) days, to take corrective action. If the Grantor does not comply with the Conservation Plan, NRCS will inform the County of the Grantor's noncompliance. The County shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Conservation Plan following written notification from NRCS that (i) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan; (ii) NRCS has worked with the Grantor to correct such noncompliance; and (iii) the Grantor has exhausted its appeal rights under applicable NRCS regulations.

An Easement Stewardship Plan (the "Stewardship Plan"), that describes the stewardship goals, objectives, strategies and management responsibilities, shall be developed and mutually agreed upon by the Grantor and the County prior to execution and delivery of this Easement. The Stewardship Plan shall reflect the purpose and covenants of this Easement and shall include NRCS Field Office Technical Guide standards and specification. Nothing in the Stewardship Plan shall conflict with the Conservation Values or any covenant of this Easement. The initial Stewardship Plan shall be prepared by Grantor and approved in writing by Grantee prior to delivery and acceptance of this Easement.

The Stewardship Plan shall be updated and amended, if necessary, by Grantor, every ten years, provided however, all amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Stewardship Plan to the extent necessary to insure that it fully and accurately reflects the provisions of this Easement. Should Grantee not respond to the submitted Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Protected Property that is inconsistent with the Conservation Values of this Easement. Should the parties fail to agree on a revised Stewardship Plan, the then existing plan shall continue in effect.

4.1 Annual Meeting. The Stewardship Plan, and if required, the Conservation Plan shall be updated and amended every ten (10) years or more often, if necessary, and shall always take into account current federal, state, and regional forest and cattle management policies and procedures. There shall be an Annual Meeting between the Grantor and the County, starting in the month of the first anniversary of the recording of this Easement, to establish the upcoming year's anticipated activities by the Grantor that might result in an impact to the Conservation Values of the Protected

Property, and to reassess, if necessary, the prior year's activities, so as to avoid any further adverse impact to the Conservation Values. Any new activities that are proposed that fall under the Reserved Rights in Section 3 above, or significant intensification of existing activities are anticipated that might reasonably be expected to create adverse impacts to the Conservation Values, shall either be described during the Annual Meetings or notice shall be given to Grantor in writing in accordance with 8.14, and no later than 30 days prior to the commencement of such activity, if planned between these Annual Meetings.

In the event of noncompliance with the Stewardship and/or Conservation Plan, the County and/or NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed ninety (90) days, to take corrective action. If the Grantor does not comply with the Stewardship and/or Conservation Plan, the County or NRCS will inform the Grantor of the Grantor's noncompliance. The County shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Stewardship and/or Conservation Plan following written notification from the County that (i) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan; (ii) the County has worked with the Grantor to correct such noncompliance; and (iii) the Grantor has exhausted its appeal rights under NRCS and County regulations.

In the event that a Conservation Plan has been prepared, and the NRCS standards and specifications for HEL are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised Conservation Plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

5. BASELINE DOCUMENTATION REPORT

The Grantor and the County agree that the natural characteristics, the ecological and aesthetic features, the physical condition, the present uses and the Conservation Values of the Protected Property at the time of this grant are documented in an Baseline Documentation Report, ("Baseline Documentation Report"), prepared by the County and signed and acknowledged by the Grantor and a representative of the County, establishing the condition of the Protected Property at the time of this grant and including reports, maps, photographs and other documentation. A copy of this Baseline Documentation Report is maintained at the office of the County. Such Baseline Documentation Report may be used by the County and NRCS in any enforcement action.

6. RIGHTS OF THE UNITED STATES OF AMERICA

Under this Easement, the same rights are granted to the United States that are granted to the County. However, the Secretary of the United States Department of Agriculture (the Secretary), on behalf of the United States, will only exercise these rights under the following circumstances: In the event that the County fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Easement through any and all authorities available under Federal or State law. In the event that the County attempts to terminate, transfer or otherwise divest itself of any rights, title, or interests in this Easement without the prior consent of the Secretary and, if applicable, payment of consideration to the United States, then, at the option of the

Secretary, all right, title, and interest in this Easement shall become vested solely in the United States of America."

7. RIGHTS AND REMEDIES OF THE COUNTY AND THE UNITED STATES

In order to accomplish the conservation purposes of this Easement, the County shall have the following rights and remedies:

7.1. Remedies. In the event that the County becomes aware of a violation of the terms of this Easement, the County shall give notice to the Grantor, at the Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition. Failure by the Grantor to cause discontinuance, abatement or such other corrective action as may be requested by the County within thirty (30) days after receipt of such notice shall entitle the County to enforce by proceedings at law or in equity the provisions of this Easement including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of this Easement, subject to the reserved rights of the Grantor set forth herein. The County, or its successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of this Easement by any prior failure to act. If the County, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, the County may pursue its remedies under this Section 7.1 and 7.2 without prior notice to the Grantor or without waiting for the period for cure to expire.

Nothing herein shall be construed to entitle the County to institute any enforcement proceeding against the Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, global or regional climate change or unauthorized wrongful acts of any third person that could not have reasonably been prevented through the Grantor's exercise of due care, provided, however, that the Grantor shall notify the County of any occurrence which would adversely affect or interfere with the conservation purpose of the Easement, whether caused by the acts or omissions of the Grantor or third parties.

It is also recognized that intentional and unintentional change to the baseline condition of the Protected Property may come about as a result of actions prescribed in the Conservation Plan as formulated by both the Grantor and Grantee. In these cases it should be clear that the Grantor cannot be held to a conflicting requirement to maintain the Protected Property in the baseline condition.

The County shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Protected Property, and the Grantor waives any bond requirement otherwise applicable to any petition for such relief. The County shall have the right to report to regulatory authorities any environmental conditions or any potential or actual violations of environmental laws, including noxious weed laws, with respect to the Protected Property.

In the event either party becomes involved in legal proceedings against the other to enforce such party's respective rights or interests under this Easement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees incurred in connection with any such proceedings. However, the immediately preceding sentence shall not apply to the United States if the United States exercises its rights under this Easement.

7.2. Right of Entry. The United States, acting by and through the Natural Resources Conservation Service, as well as the County shall have the right to enter the Protected Property, in a reasonable manner and at reasonable times, after notifying the Grantor, as needed to exercise its rights pursuant to Sections 4, 6 and 7 of this Easement and for the purposes of:

(a) Inspecting the Protected Property to determine if the Grantor or Grantor's heirs, successors or assigns, are complying with the provisions of this Easement;

(b) Ensuring that the Stewardship Plan and/or Conservation Plan required pursuant to Sections 4 and 4.1 is being implemented appropriately;

(c) Obtaining evidence for the purpose of seeking judicial enforcement of this Easement;

(d) With the Grantor's approval, making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor. The Grantor shall be allowed to participate in all such observations and studies.

(e) Posting signs for the purpose of promoting provisions of this Easement, with the Grantor's approval as to the size and location of signs; and

(f) Removing or controlling invasive plants or animals, at no additional cost to the Grantor, and at the County's option; such activities by the County shall not relieve the Grantor of the responsibility of removing and controlling invasive species in accordance with appropriate federal, state and county laws and regulations;

All notices to the Grantor under this Section 7.2 may be made either in writing or verbally, at the discretion of the party providing the notice.

7.3. Limitation of the County and the United States Rights. Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of the County or the United States to become the owner, arranger or operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act by exercising physical control over the day-to-day operations of the Grantor, or becoming involved in management decisions of the Grantor regarding the generation, handling or disposal of hazardous substances.

7.4. Monitoring. Notwithstanding Sections 4.1 and 7.2 above, upon written or verbal notice to the Grantor, the County shall have the right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, natural habitats and hydrology on the Protected Property. A written summary of findings shall be provided to the Grantor.

7.5. Discretionary Consent. The County's consent for activities otherwise prohibited under Section 2 above or for any activities requiring the County's consent under Sections 2 or 3 above may be given under the following conditions and circumstances. If, owing to unforeseen or

changed circumstances, any of the activities listed in Section 2 are deemed desirable by the Grantor and the County, the County may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and requests for permission for activities requiring the County's consent under Sections 2 or 3, shall be in writing and shall describe the proposed activity in sufficient detail to allow the County to judge the consistency of the proposed activity with the purpose of this Easement. The County shall make reasonable efforts to respond to such written request within 60 days of receipt by the County. The County may give its permission only if it determines, in its sole discretion, that such activities (a) do not violate the purpose of this Easement; and (b) either enhance or do not significantly impair any Conservation Values of the Protected Property. Notwithstanding the foregoing, the Grantor and the County have no right or power to agree to any activities that would result in the termination of this Easement or to allow residential, commercial or industrial activities not provided for above. The County shall notify NRCS prior to granting consent for activities pursuant to this section.

8. GENERAL PROVISIONS

8.1. Perpetual Burden. This Easement shall run with and burden the Protected Property in perpetuity and shall bind the Grantor, Grantor's heirs, successors and assigns.

8.2. Access. Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

8.3. Assignment. This Easement is in gross and may be assigned or transferred by the County, with the approval of the Secretary of the United States Department of Agriculture, or his or her successors or assigns, and such transfer shall be duly recorded. The County agrees that, if it transfers or assigns its interest in this Easement:

(a) The organization or entity receiving this interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder and which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder; and

(b) The transferee or assignee will be required to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance.

8.4. Dissolution of the County. In the event of the dissolution of the County, and the United States declines to exercise its rights under Section 6 above, the County's interest will be assigned only to a public body or to a private non-profit organization which is a qualified organization as described in Section 8.3 of this Easement and approved by the United States.

8.5. Subsequent Transfers by Grantor. Unless this Easement is extinguished, as set forth in Section 8.6, the Grantor agrees that the terms, conditions, restrictions and purposes of this Easement will either be incorporated by reference or inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests himself/herself of any interest in all or part of the Protected Property. The Grantor agrees to notify the County, its successors and assigns, and the

United States of any such conveyance in writing by certified mail within fifteen (15) days after closing.

8.6 Extinguishment and Condemnation. This Easement constitutes a real property interest immediately vested in the County and The United States of America, and may be extinguished only with the approval of the County and the United States. The County and the United States of America stipulate to have a fair market value of seventy-one point eight percent (71.8%), the "Proportionate Share" of the fair market value of the Protected Property unencumbered by this Easement. The Proportionate Share has been determined at the time of conveyance of this Easement by dividing the fair market value of this Easement, ($283,000) by the fair market value of the Protected Property without this Easement, ($394,000). The Proportionate Share shall remain constant over time.

The Easement may only be terminated or extinguished by a court of competent jurisdiction upon a request to terminate made by the Grantor, the County and the United States and after a finding by the court that the conditions or circumstances on or surrounding the Protected Property have changed to such a degree that it has become impossible to fulfill the conservation purposes of the Easement.

If this Easement is extinguished, terminated or condemned, in whole or in part then the Grantor, shall reimburse the County and the United States of America, an amount equal to the Proportionate Share of the fair market value of the Protected Property unencumbered by this Easement. The fair market value of the Protected Property shall be determined at the time this Easement is terminated, extinguished or condemned, by a complete summary appraisal, which meets the Uniform Standards of Professional Appraisal Practice (USPAP) (for acquisitions from cooperative agreements of 2005 and prior years) or Uniform Acquisition Standards for Federal Land Acquisition (UASFLA) (for acquisitions of parcels in Cooperative Agreements from Fiscal Year 2006 through 2008), is approved by the County and the United States of America, and is completed by a Florida certified general appraiser. The fair market value of the Protected Property shall not include any increase in value after the date of this Easement attributable to improvements.

The Proportionate Share paid to the County and the United States of America shall be allocated as follows: (a) to the County, or its designee, twenty-five percent (25%) of the Proportionate Share; and (b) to the United States of America fifty percent (50%) of the Proportionate Share, representing the proportion each party contributed to the purchase price of this Easement.

Until such time as the County and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the County and the United States shall each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. The County or its designee shall use its allocation of the Proportionate Share in a manner consistent with the conservation purposes of the Easement. If proceeds from termination, extinguishment, or condemnation are paid directly to the County the County shall reimburse the United States for the amount of the Proportionate Share due to the United States.

8.7. Title Warranty. The Grantor warrants that the Grantor has good title to the Protected Property, that the Grantor has the right to convey this Easement; and that the Protected Property is free and clear of any encumbrances.

8.8 Environmental Warranty. The Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. The Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property. The Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, The Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by the Grantor or any other prior owner of the Protected Property. The Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee or the United States to the Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

8.9. General Indemnification. The Grantor shall indemnify and hold harmless Grantees, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantees may be subject or incur relating to the Protected Property, which may arise from, but is not limited to, the Grantor's negligent acts or omissions or the Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement , or violations of any Federal, State, or local laws, including all Environmental Laws.

8.10. Real Estate Taxes. The Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Protected Property and that the County shall have no duty or responsibility to manage or maintain the Protected Property.

8.11. Costs and Liabilities. The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. The Grantor shall keep the County and the United States' interests in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by the Grantor.

8.12. Re-recording. The County is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Easement; for such purpose, the Grantor appoints the County as the Grantor's attorney-in-fact to execute, acknowledge and deliver any necessary instrument on the Grantor's behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

8.13. Definitions. The terms "Grantor" and "County" as used herein shall be deemed to include, respectively, the Grantor, Grantor's heirs, successors and assigns, and the County, its successors and assigns.

8.14. Notices. Any notices required under this Easement shall be sent by registered or certified mail, return receipt requested, to the following addresses or such addresses as may be hereafter specified in writing:

GRANTOR

A. C. Butler Family Trust
1356 SW Wacahoota Road
Micanopy, FL 32667

COUNTY

Alachua County
Board of County Commissioners,
Attn: Environmental Protection Dept.
Land Conservation Division
P. O. Box 2877
Gainesville, Florida, 32602-2877

UNITED STATES

Natural Resources
Conservation Service
2614 N.W. 43rd Street
Gainesville, FL 32606-6611

8.15. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

8.16. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

8.17. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussion, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

8.18. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions prior to transfer shall survive transfer.

8.19. No Merger. In the event that the County or the United States take legal title to the Grantors' interest in the Protected Property, the County shall commit the monitoring and enforcement of the Easement to another qualified organization within the meaning of Section 107(h) (3) of the United States Internal Revenue Code (1986), as amended, which organization has among its purposes the conservation and preservation of land and water areas.

8.20. Amendment. This Easement may be amended only if in the sole and exclusive judgment of the County and the United States such amendment furthers or is not inconsistent with the purposes of this Easement. Any such amendment must be mutually agreed upon by the County, the Grantor, and the United States, signed and duly recorded by the parties and comply with all applicable laws and regulations. The County must provide to NRCS timely notice in writing of the proposed amendment prior to signing and recordation.

8.21. Boundary Line Adjustments. Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two acres for the entire Protected Property.

TO HAVE AND TO HOLD the above-described Easement to the use, benefit, and behalf of the County, its successors and assigns, and the United States of America forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Conservation Easement this _____ day of _____, 2011.

GRANTOR:

Signed, Sealed and Delivered
in our presence:

_____
Print Name:

_____
Alvin B. Butler as Trustee for the
A. C. Butler Family Trust

_____
Print Name:

Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by ALVIN B. BUTLER as sole Trustee of the A.C. Butler Family Trust, on behalf of the A.C. Butler Trust who is personally known to me or who has produced a driver's license as identification and who did take an oath that the foregoing description and acknowledgements made on personal knowledge are true.

(NOTARY SEAL)

_____
Notary Public

_____
(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires _____

ACCEPTANCE

The foregoing Deed of Conservation Easement is hereby duly accepted by the County this _____ day of _____, 2011.

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

Approved as to form:

_____
County Attorney

ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES CONSERVATION SERVICE

The rights conveyed herein are accepted by the undersigned official on behalf of the administering agency Natural Resources Conservation Service, an agency under the United States Department of Agriculture of the United States of America.

Name: _____
Florida State Conservationist

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___day of _____, 2011, before me, the undersigned, a Notary Public in and for the State, personally appeared_____ known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that s/he is the _____ (title) of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the Deed of Conservation Easement to be her/his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____
Notary Public for the State of_____
Residing at_____
My Commission Expires_____

Map of Protected Property

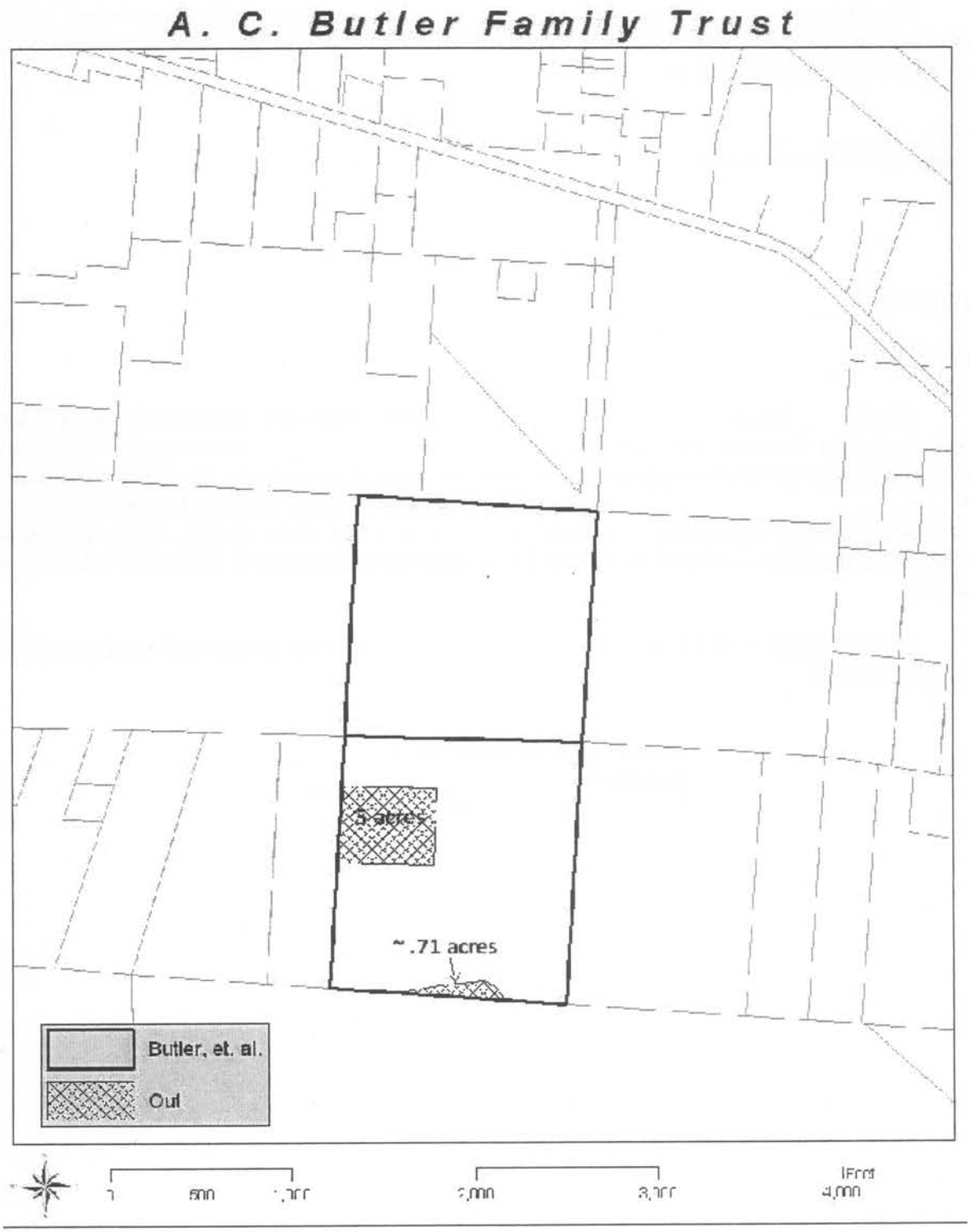


EXHIBIT "B" TO EASEMENT

BASELINE DOCUMENTATION REPORT MAP

EXHIBIT "C" TO OPTION AGREEMENT
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF [illegible])

BEFORE ME, the undersigned authority personally appeared **ALVIN B. BUTLER, as Trustee of the A.C. Butler Family Trust** ("Seller"), who being by me first duly sworn, deposes and states:

1. That the undersigned, hereinafter referred to as the "Seller", is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in Alachua County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "the Property")

2. That the Seller is this day (the "Closing Date") conveying a perpetual conservation easement on the Property to ALACHUA COUNTY, FLORIDA, hereinafter referred to as the "Purchaser".

3. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, poly-chlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

4. As of the Closing Date, the Seller warrants and represents, in accordance with and subject to paragraphs 4.A. and 4.B. of the Option Agreement for Sale and Purchase between Seller and Purchaser, to the Purchaser, its successors and assigns that:

(i) Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of the Seller or a subsequent owner of all or any portion of the Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) Seller, and to the best of Seller's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

(v) No warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

5. That Seller makes this Affidavit for the purpose of inducing the Purchaser to purchase a perpetual conservation easement on the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

FURTHER AFFIANT SAYETH NAUGHT.

Alvin B. Butler

ALVIN B. BUTLER, as Trustee of the A.C. Butler Family Trust

STATE OF Florida)
) ss.
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of June, 2010, by ALVIN B. BUTLER as sole Trustee of the A.C. Butler Family Trust, on behalf of the A.C. Butler Trust who is personally known to me or who has produced a driver's license as identification and who did take an oath that the foregoing description and acknowledgements made on personal knowledge are true.

(NOTARY SEAL)

RICHARD M. KNELLINGER
MY COMMISSION # DD 718644
EXPIRES: January 24, 2012
Bonded Thru Notary Public Underwriters

Notary Public

RICHARD M. KNELLINGER

(Printed, Typed or Stamped
Name of Notary Public)
Commission No.:_____
My Commission Expires _____

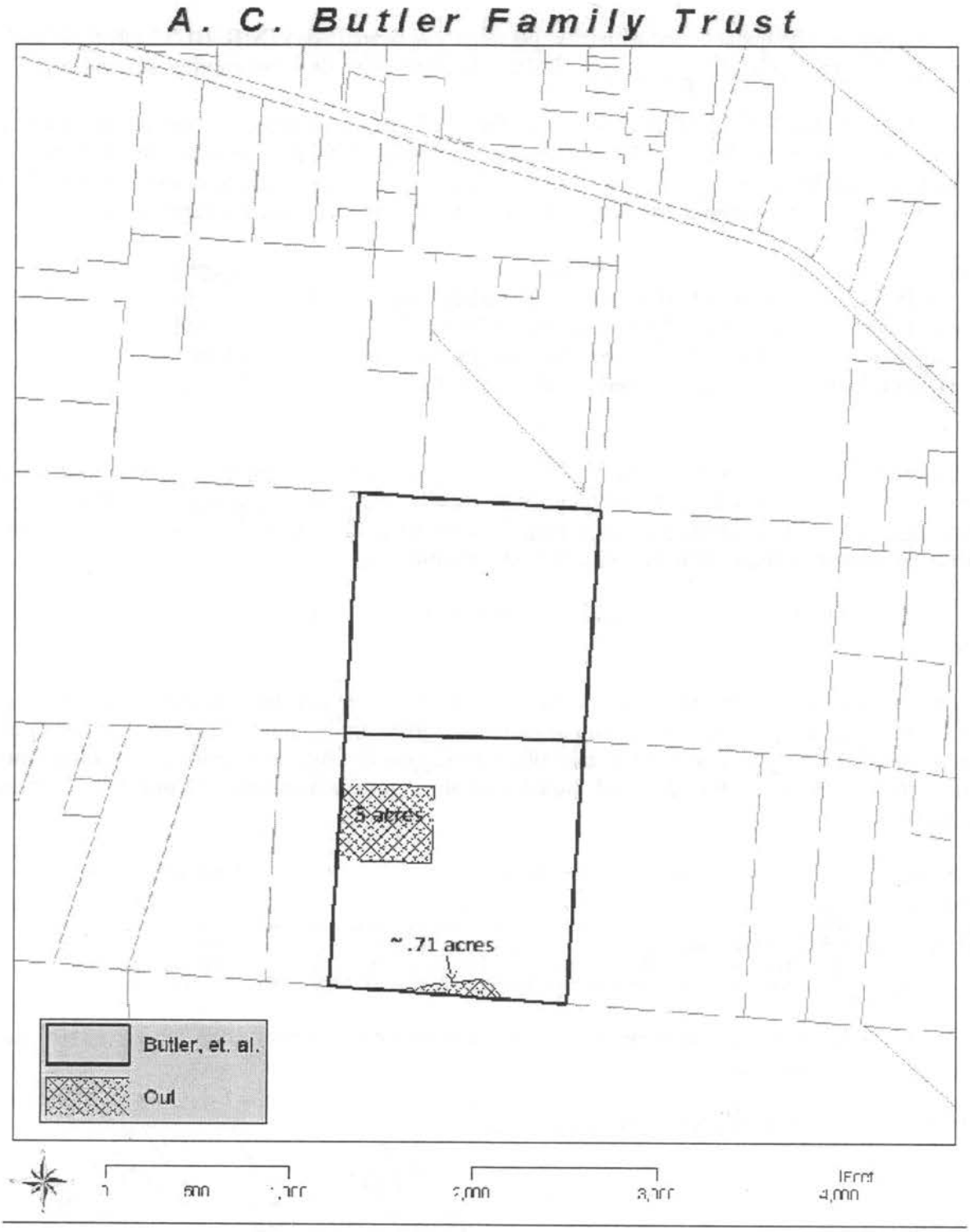
EXHIBIT "A" TO ENVIRONMENTAL AFFIDAVIT
LEGAL DESCRIPTION

16330-000-000: Lot 34 of the Plat of The Harrison Estate of Lot 7 of the Moses E. Levy Grant, as recorded in Chancery Order Book "C", page 432, of the Public Records of Alachua County, Florida.

TOGETHER WITH a perpetual, non-exclusive easement for ingress, egress and public utilities over the East 100 feet of Lot 27 and over the East 100 feet of that part of Lot 24 lying South of the Old Micanopy Road, also known as Wacahoota Road; all in the Plat of The Harrison Estate of Lot 7 of the Moses E. Levy Grant, as recorded in Chancery Order Book "C", page 432 of the Public Records of Alachua County, Florida.

16373-000-000: Lot 37 of Lot 7 of Harrison's Subdivision in the Moses E. Levy Grant, in Township 11 South, Range 20 East, as per map thereof set forth in Chancery Order Book C, page 432, of the Public Records of Alachua County, Florida. Less and except a certain five (5) acre area to be further described by survey and depicted in the map below as a hatched area and labeled as "out". Less and except a certain 0.71 acre area to be further described by survey and depicted in the map below as a hatched area and labeled as "out".

Map of Protected Property



ADDENDUM

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(TRUSTEE)

Before me, the undersigned authority, personally appeared **ALVIN B. BUTLER** ("affiant"), this 8 day of Dec, 2010, who, first being duly sworn, deposes and says:

1) That affiant as the Trustee of the A.C. Butler Family Trust, is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in said trust: (if more space is needed, attach separate sheet)

Name	Address	Interest
Alvin B. Butler	1356 SW Wacahoota Road, Micanopy FL 32667	61.11%
Alvin C. Butler	601 NW 4th Street, Gainesville, FL 32601	15.56%
David J. Butler	1009 NW 6th Place, Gainesville, FL 32601	15.56%
Inez Butler Diggs	1117 Keller Street, Starke, FL 32091	7.78%

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: **(if non-applicable, please indicate ☑None☐ or ☐Non-Applicable☐)**

Name	Address	Reason for Payment	Amount
None.			

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: **(if non-applicable, please indicate ☐None☐ or ☐Non-Applicable☐)**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
Alvin B. Butler, 1356 SW Wacahoota Road, Micanopy FL 32667,	12/17/2010,	Warranty Deed to the A.C. Butler Family Trust dated 12/17/2010	
Alvin C. Butler, 601 NW 4th Street, Gainesville, FL 32601,	12/17/2010,	Warranty Deed to the A.C. Butler Family Trust dated 12/17/2010	
David J. Butler, 1009 NW 6th Place, Gainesville, FL 32601,	12/17/2010,	Warranty Deed to the A.C. Butler Family Trust dated 12/17/2010	
Inez Butler Diggs, 1117 Keller Street, Starke, FL 32091,	12/17/2010,	Warranty Deed to the A.C. Butler Family Trust dated 12/17/2010	

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

Alvin B. Butler

ALVIN B. BUTLER

STATE OF Florida)
)
COUNTY OF Alachua

SWORN TO and subscribed before me this 8th day of Dec, 2010, by **ALVIN B. BUTLER**. Such person(s) (Notary Public must check applicable box):

[X] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

RICHARD M. KNELLINGER
MY COMMISSION # DD 718644
EXPIRES: January 24, 2012
Bonded Thru Notary Public Underwriters

Notary Public
RICHARD M. KNELLINGER
(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

Barr Hammock
Butler
January 23, 2008

Project Score:	**6.93 of 10.00**	
Inspection Date:	January 28, 2008	
Size:	130.00 acres	
Parcel Numbers:	16355-001-000	47.1 ac
	16355-000-000	2.9 ac
	16330-000-000	40.00 ac
	16373-000-000	40.00 ac
S-T-R:	07-11-20	
Buildings:	1 single family home	
Just Value:	$438,000	$3,369.23/ acre
Total (Just, Bldg, Misc.)	$497,200	$3,824.62/ acre

Natural Communities:	
Hydric Hammock	Very good
Wet prairie	Very good
Mesic Flatwoods	Good

Other:
Pole barn and storage building
Pastures

REPA Score: 7.96 of 9.44
Project Score: 6.93 of 10
KBN Score: Levy Lake-Barr Hammock ranked 6th of 47 projects
Outstanding Florida Waters: Project borders Levy Prairie

Overall Description:

If selected by the committee, the owner is interested in selling a conservation easement or life estate on approximately 120 acres of this 130 acre property. The owner wishes to exclude the historic homestead and the sliver of land along Wacahoota Road (as depicted in the attached maps) from consideration. Currently, one of the parcels is owned solely by Alvin Butler; three of the other parcels are part of a life estate that was established among Mr. Butler and two other family members.

The southernmost parcels have several outstanding features, including their proximity to Barr Hammock Preserve, its protection of ~1500 ft of Levy Prairie's shoreline, and good quality wet prairie and hydric hammock. Acquisition of this property would improve the County's protection of undeveloped shoreline, diverse habitats, and water quality. The northernmost parcels have a more classic agricultural feel, and are composed primarily of pastures with interspersed wetlands. Numerous sandhill cranes were observed in two separate locations on the property during the field visit. According to Mr. Butler, the wildlife diversity of the site is high.

Currently, the primary use of the property is agriculture; Mr. Butler typically keeps approximately 35 cattle on the property. The property has a mixture of open pasture, mesic flatwoods, hydric hammock, and wet prairie nearest Levy Prairie. An area near the western boundary of the southernmost parcel shows a good bit of topographic relief in a relatively short distance, indicating that some seepage may occur here. The hydric hammock is also in very good condition. The only observations of exotic plant species on the property were bahia grass in the cattle pastures and some citrus trees near the owner's home. Some significant feral hog damage was observed in the northernmost cattle pasture as well.

Aerial photos show cleared fields on the property in 1938. Some of these areas have now re-vegetated with mesic flatwoods vegetation, while other areas have been maintained as pasture. Mr. Butler has cleared the understory of the mesic flatwoods in one area, and is considering doing the same in another. According to Mr. Butler, there has been no logging that he knows of on the property. The property abuts the canal that marks the northern boundary of Levy prairie, and it appears in places that some water has been diverted away from the property's uplands toward the prairie.

All of the parcels contain some wetlands and floodplain areas. No development activities can occur within the wetland and floodplain areas unless approved by the county. The parcels all have a Rural/Agriculture Land Use and Ag zoning and could be developed for residential use at a density of 1 unit per 5 acres. Under the Comp Plan and Alachua County Unified Land Development Code (ULDC), development activities must be outside of any identified conservation areas (wetlands, floodplains, and strategic ecosystems). Other regulated resources (archeological, listed-species habitat or significant habitat) that may exist on the parcels could have some additional impacts on development activities.

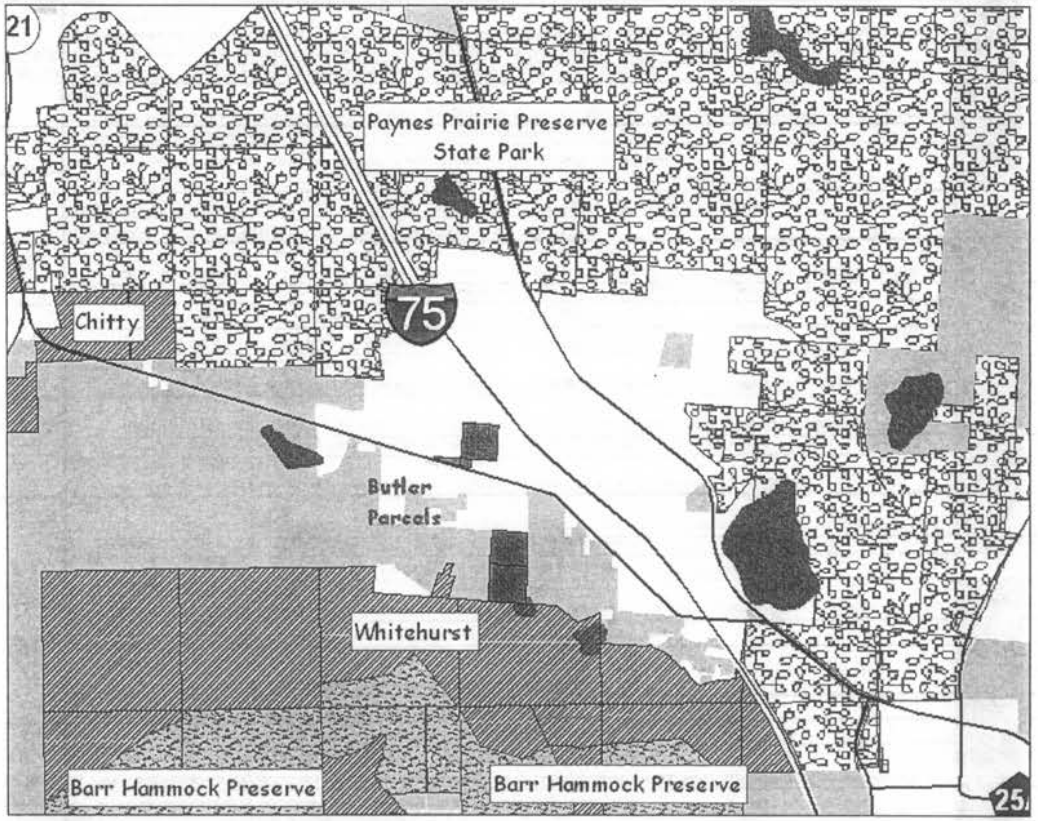
The parcels may be viewed in two disjunct groups. The north group, consisting of parcel #16355-001-000 and #16355-000-000, totals approximately 49 acres and has direct access from Wacahoota Road. There are some wetlands and large areas of floodplain. Based on the condition of the forested areas on the properties, there could be significant habitat. Based on the size of these two properties, county regulations may allow up to 9 residential units on the property.

The other group consists of two parcels, parcel #16330-000-000 and #16373-000-000, south of Wacahoota Road and just north of Levy Prairie and totals approximately 86 acres. These parcels are within the Barr Hammock Strategic Ecosystem (SE) map designation. The Comprehensive Plan (Comp Plan) allows for up to 50% of the upland area of a property (within a SE) to be preserved. By preserving this area, the remaining upland area may be developed at the underlining gross density (1 unit/5), 2 additional units for clustering, and with density transferred at a rate of 1 unit/10 acres of conservation area set aside. Therefore, the SE designation would not necessarily reduce the amount of units that could be developed but could reduce the area of development. If adequate access is provided, these two lots could potentially have as many as 23 residential units if clustered and other land development regulations are met. If access does not meet county standards then the property would be limited to 6 units.

REPA - Barr Hammock Butler — January 2008

CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		4		
	B. Whether the property serves an important groundwater recharge function;		5		
	C. Whether the property contains or has direct connections to lakes, creeks, rivers, springs, sinkholes, or wetlands for which conservation of the property will protect or improve surface water quality;		3		
	D. Whether the property serves an important flood management function.		4		
(I-2) PROTECTION OF NATURAL COMMUNITIES AND LANDSCAPES	A. Whether the property contains a diversity of natural communities;		2		
	B. Whether the natural communities present on the property are rare;		3		
	C. Whether there is ecological quality in the communities present on the property;		3		
	D. Whether the property is functionally connected to other natural communities;		3		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		3		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		4		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		3		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		2		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		4		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		5		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		3		
	E. Whether the property offers high vegetation quality and species diversity;		3		
	F. Whether the property has low incidence of non-native invasive species.		4		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource based recreation, if appropriate;		1		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective.		3		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.30	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.40
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro-period, and so on);		3		
	B. Whether this management can be completed in a cost-effective manner.		4		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		4		
	B. Whether the overall resource values justifies the potential cost of acquisition;		4		
	C. Whether there is imminent threat of losing the environmental, social or other values of the property through development and/or lack of sufficient legislative protections (this requires analysis of current land use, zoning, owner intent, location and		4		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.80	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.53
	TOTAL SCORE				6.93

Barr Hammock- Butler Properties



Map 1

Alachua County, Florida
Environmental Protection

Legend

- Butler Properties
- Conservation Lands

ACF Properties

SYMBOLOGY

- Acquired
- Acquisition List
- Under Contract
- ACF Projects

Alachua County FOREVER

0 0.3 0.6 1.2 1.8 2.4 Miles

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Barr Hammock- Butler Properties

Map 2

Alachua County, Florida
Environmental Protection

Legend

Butler Properties

ACF Properties

SYMBOLOGY

Acquisition List

Alachua County FOREVER

0 0.125 0.25 0.5 0.75 1 Miles

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS with no warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Cost Estimates

Acquisition Estimates

Table A. Pre-Contract Costs

Project	Acres*	Land Cost*	Pre-Acquisition Services			
			Appraisals	Boundary Sketch	Title Report	sub-total
Barr Hammock Butler NRCS/AC CE (NRCS Share)	74	$ 141,500				
Barr Hammock Butler NRCS/AC CE (County Share)	74	$ 70,750	$ 10,000	$ -	$ 150	$ 10,150
Barr Hammock Butler County CE	75	$ 3,763				
Total	75	$ 216,013	$ 10,000	$ -	$ 150	$ 10,150

** County CE layers over NRCS/AC Easement and includes additional 1 acre.*

** totals do not include NRCS share*

Table B. Post-Contract Costs

Project	Due Diligence and Closing Services					GRAND TOTAL
	Title Insurance	Surveys	Environmental Audit	Closing	sub-total	
Barr Hammock Butler NRCS/AC CE (NRCS Share)	$ 783					
Barr Hammock Butler NRCS/AC CE (County Share)	$ 408	$ 25,000	$ 2,800	$ 1,000	$ 30,014	$ 114,677
Barr Hammock Butler County CE	$ 23					
Total	$ 1,214	$ 25,000	$ 2,800	$ 1,000	$ 30,014	$ 114,677

Stewardship Estimates

Project	Acres	Physical Improvements (BOND)	Average Annual Recurring (General Fund)	Average Annual Recurring/Acre	**Total Costs for initial 10 years**
Barr Hammock Butler CE (x2)	75	$ -	$ 550	$ 7.43	**$ 5,500**

*Note: These estimates are taken from the attached draft project stewardship reports, adjusted for inflation (3%/yr), and averaged.

August 9, 2011 Regular BoCC Meeting
Agenda Item #44

Title
"STOP" Sign on SE 75th Street (Amended)

Amount
$100.00

Description
Request approval of a "STOP" sign at the intersection of SE 75th Street at Lakeshore Drive

Recommendation
Approve "Stop sign at the intersection of SE 75th Street at Lakeshore Drive and authorize the Chair to sign the resolution

Alternative(s)
Do not approve the "STOP" sign

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

Originating Department
Public Works

Attachment(s) Description
Location Map Resolution

Documents Requiring Action
Resolution

Executive Summary
The intersection SE 75th Street at Lakeshore Drive a T-intersection and was identified has having no traffic control device. Installation of a "STOP" sign would provide the appropriate traffic control to identify which approaching vehicle has the right-of-way. This type of sign is a regulatory sign and requires approval by the Board of County Commissioners.

Background
A citizen requested the installation of a stop sign on SE 75th Street. The intersection SE 75th Street at Lakeshore Drive is a T-intersection and was identified has having no traffic control device. Installation of a "STOP" sign would provide the appropriate traffic control to identify which approaching vehicle has the right-of-way. The Alachua County Board of County Commissioners has the sole authority to approve regulatory devices on County maintained roadways per Florida Statutes Chapter 316.

Issues
Uncontrolled intersections may lead to confusion of motorists and cause traffic crashes.

Fiscal Recommendation
Sufficient funds exist in the FY11 budget

Fiscal Alternative(s)

N/A

Funding Sources
Gas Tax Uses Fund

Account Code(s)
149-7910-541-53.50

Attachment: ResolutionSE75thSt.pdf
Attachment: LocationMapSE75thSt.pdf

RESOLUTION 11- 76

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, PROVIDING FOR THE DESIGNATION AND POSTING OF INTERSECTION CONTROLS SIGNS ON SE 75TH STREET EAST OF THE CITY OF GAINESVILLE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a citizen requested a stop sign on a segment of SE 75th Street which is roadway owned by the County and lying within the unincorporated area;

WHEREAS, Section 316.006(3)(a), Florida Statutes, provides that the Board of County Commissioners may place and maintain traffic control devices on County-owned roads which conform to the manual and specifications of the Department of Transportation;

WHEREAS, the Alachua County Public Works Department has found the uncontrolled intersection concern to be legitimate

WHEREAS, the installation of a stop sign conforms to the manual and specifications of the Department of Transportation;

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

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

That northbound approach of SE 75th Street at Lakeshore Drive is hereby designated as stop controlled; the Alachua County Public Works Department shall install a stop sign at a location deemed appropriate by the Public Works Department; and the Alachua County Sheriff's Office is authorized to enforce the stop sign.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 9th day of August, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson,
Chair

ATTEST

_____
J.K. Irby, Clerk

APPROVED AS TO FORM:

_____
County Attorney

SE 73 ST
SE 73 TER
SE 74 ST
SE 75 ST
SE 6 AV
STOP
Proposed Location
LAKESHORE DR
Site Location
N

August 9, 2011 Regular BoCC Meeting
Agenda Item #45

Title
"STOP" and "YIELD" signs on SW 17th Terrace (Amended)

Amount
$300.00

Description
Request approval of "STOP" and "YIELD" signs at the intersection of SW 17th Terrace at SW 51st Avenue

Recommendation
Approve the "STOP" and "YIELD" signs at the intersection of SW 17th Terrace at SW 51st Avenue

Alternative(s)
Do not approve the "STOP" and "YIELD" signs

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

Originating Department
Public Works

Attachment(s) Description
Location Map Resolution

Documents Requiring Action
Resolution

Executive Summary
The intersection SW 17th Terrace at SW 51st Avenue was identified as having no traffic control device. Installation of a "STOP" and "YIELD" signs would provide the appropriate traffic control to identify which approaching vehicle has the right-of-way. This type of sign is a regulatory sign and requires approval by the Board of County Commissioners.

Background
A traffic crash occurred at the intersection of SW 17th Terrace at SW 51st Avenue and Florida Highway Patrol indicated that there was confusing between the motorists on who had the right-of-way. The intersection was identified as having no traffic control device. Installation of "STOP" and "YIELD" signs would provide the appropriate traffic control to identify which approaching vehicle has the right-of-way. The Alachua County Board of County Commissioners has the sole authority to approve regulatory devices on County maintained roadways per Florida Statutes Chapter 316.

Issues
Uncontrolled intersections may lead to confusion of motorists and cause traffic crashes.

Fiscal Recommendation
Sufficient fund exist in the FY11 budget.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Uses Fund

Account Code(s)
149-7910-541-53.50

Attachment: ResolutionSW17thTer.pdf
Attachment: LocationMapSW17thTer.pdf

RESOLUTION 11- 84

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, PROVIDING FOR THE DESIGNATION AND POSTING OF INTERSECTION CONTROLS SIGNS ON SW 17TH TERRACE SOUTH OF THE CITY OF GAINESVILLE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Highway Patrol requested intersection control signage on a segment of SW 17th Terrace which is roadway owned by the County and lying within the unincorporated area;

WHEREAS, Section 316.006(3)(a), Florida Statutes, provides that the Board of County Commissioners may place and maintain traffic control devices on County-owned roads which conform to the manual and specifications of the Department of Transportation;

WHEREAS, the Alachua County Public Works Department has found the uncontrolled intersection concern to be legitimate;

WHEREAS, that the installation of a stop and yield signs conform to the manual and specifications of the Department of Transportation;

WHEREAS, the Board of County Commissioners has duly considered the request of Florida Highway Patrol;

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

That eastbound and westbound approaches of SW 51st Avenue at SW 17th Terrace are hereby designated as stop or yield controlled; the Alachua County Public Works Department shall install stop or yield signs at a location deemed appropriate by the Public Works Department; and the Alachua County Sheriff's Office is authorized to enforce the stop and yield signs.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 9th day of August, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

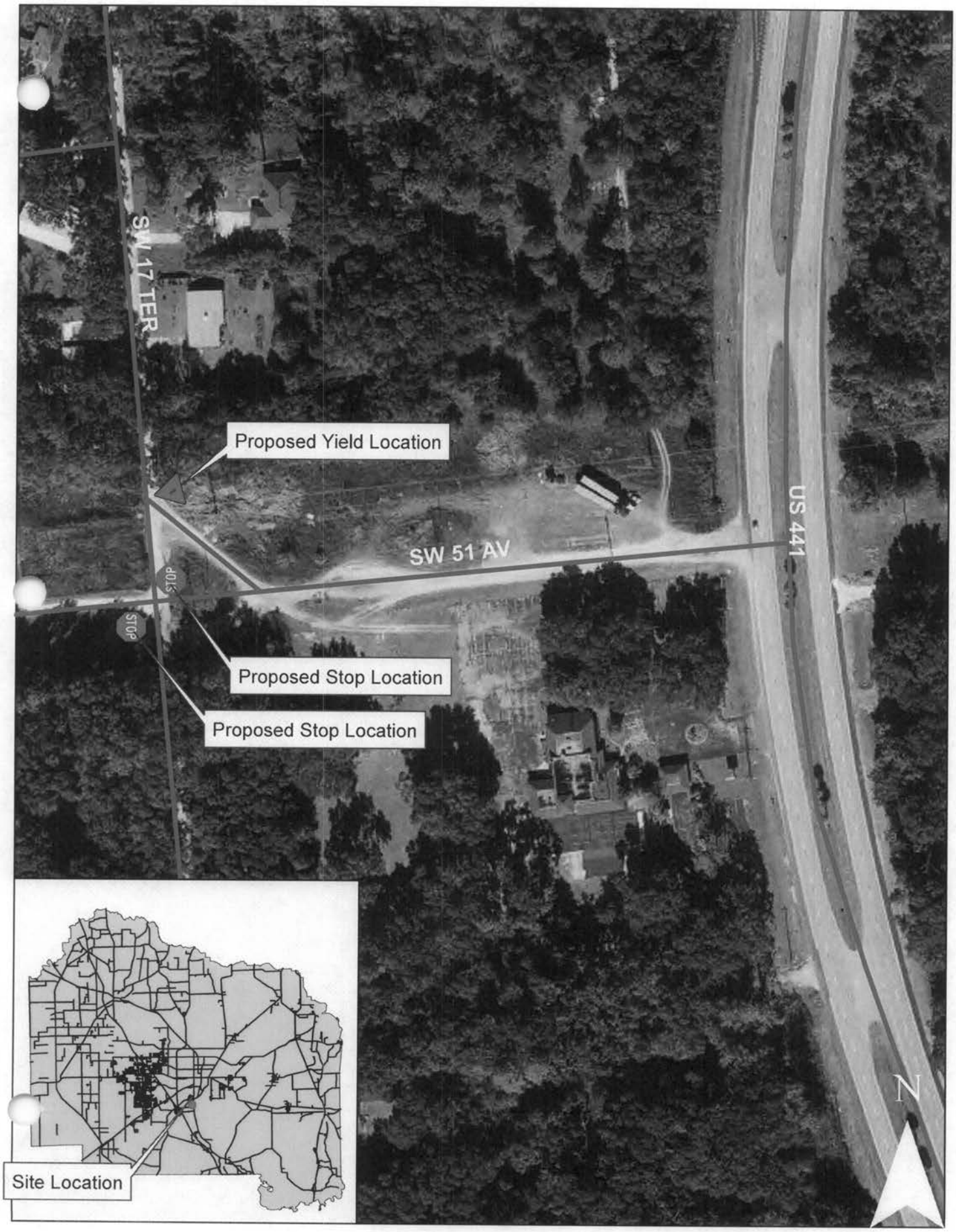
By: _____
Lee Pinkoson,
Chair

ATTEST

_____
J.K. Irby, Clerk

APPROVED AS TO FORM:

_____
County Attorney


SW 17 TER
Proposed Yield Location
SW 51 AV
US 441
STOP
STOP
Proposed Stop Location
Proposed Stop Location
Site Location
N

August 9, 2011 Regular BoCC Meeting
Agenda Item #46

Title
Celebration Pointe, LLC agreement in connection with SW 8th Avenue and the former Lennox Mill subdivision (Amended)

Amount
N/A

Description
Agreement between Alachua County and Celebration Pointe Partners, LLC in connection with SW 8th Avenue and the Lennox Mill subdivision

Recommendation
Accept and approve the Agreement between Alachua County and Celebration Pointe Partners, LLC and the deed for 6.47 acres in connection with SW 8th Avenue and the former Lennox Mill subdivision and authorize the Chair's signature.

Alternative(s)
Do not execute the Agreement and provide staff with direction

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

Originating Department
Public Works

Attachment(s) Description
Lennox Mill Developer's Agreement Lennox Mill Location Map Warranty Deed

Documents Requiring Action
Developer's Agreement Warranty deed

Executive Summary
The Agreement between Alachua County and Celebration Pointe Partners, LLC is being done to resolve an outstanding debt of the previous owner in connection with work that was performed during the SW 8th Avenue reconstruction, which was completed in 2009. In order to minimize disruption to the motoring public and to enhance the ease and quality of construction, it was determined that it would be in the public interest to include the access modifications for the Lennox Mill subdivision as a part of the SW 8th Avenue construction. There was an agreement with the previous owners to reimburse the County for all costs for the Lennox Mill access improvements. Those owners, G&A Lloyd, LLC defaulted on this payment and staff has worked with the current owners of the property to obtain property in lieu of payment for the outstanding debt. This property will be used for stormwater management improvements for roadway construction projects in the area. The developer will receive multi-modal mitigation credits for the value of the property in excess of the outstanding debt. This agreement memorializes this arrangement.

Background
During the development of the SW 8th Avenue reconstruction project, staff became aware of the proposed Lennox Mill subdivision. Since it appeared that the timing of the two projects would coincide, staff contacted the original developer, G&A Lloyd, LLC to see if there was any interest in working out an agreement to facilitate the construction of needed access modifications for this subdivision as a part of the reconstruction of SW 8th Avenue. This would minimize the disruption to the

motoring public in that there would not be a disruption for the 8th Avenue reconstruction and another disruption when the access modifications for Lennox Mill were performed. It also greatly enhances the quality of construction. To that end, the Lennox Mill access modifications were bid as an option when the 8th Avenue project was bid. The original agreement covered the full cost of this optional construction and any unforeseen subsoil excavation and was approved by the Board on March 24, 2009. It effectively required the developer to pay costs associated with the Lennox Mill subdivision. However, with the downturn in the economy, the original developer was unable to pay the outstanding debt and sold the property to Celebration Pointe Partners, LLC. Staff had advised Celebration Pointe Partners, LLC of the outstanding debt before the sale and worked out an agreement with them to obtain property that could be used for stormwater management in association with transportation projects in this area. The Agreement, prepared by the County Attorney's Office, between Alachua County and Celebration Pointe Partners, LLC is part of the process for memorializing the agreement between the owners of the former Lennox Mill subdivision and outstanding debt incurred by the previous owners.

Issues
Without approval of the agreement, the resolution of the outstanding debt cannot be memorialized.

Fiscal Recommendation
Approve agreement to remove receivable and accept deed

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Fund

Account Code(s)
149-0000-115.07-88

Attachment: Warranty Deed.pdf
Attachment: Developers Agreement.pdf
Attachment: Location Map.pdf

AGREEMENT BETWEEN ALACHUA COUNTY AND CELEBRATION POINTE PARTNERS, LLC

THIS AGREEMENT, made and entered into, this 9th day of August, 2011, by and between Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County", and Celebration Pointe Partners, LLC., hereinafter referred to as "CPP;"

W I T N E S S E T H:

WHEREAS, On July 7th, 2008, the County and G&A Lloyd, LLC entered into an agreement whereby G&A Lloyd was to reimburse the County for the cost of turn-lane improvements associated with a proposed 140 lot subdivision, located on Tax Parcel Numbers 06663-000-000, 06663-001-000, 06663-002-000 and 06663-003-000 and located in the 10100 block of SW 8th Avenue; and,

WHEREAS, CPP has purchased the subject parcels referenced above with full knowledge of the outstanding debt of $180,842.50 and wishes to assume the obligation of G&A Lloyd, LLC to the County for the costs incurred through the dedication of land to be used by the stormwater management improvements associated with transportation projects proposed in the area.

WHEREAS, CPP wishes to receive multi-modal transportation mitigation credits for the value of the land in excess of the outstanding debt for the turn-lane improvements.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein, and other good and valuable consideration, the parties agree as follows:

I. ***Recitals Incorporated***. The above recitals are true and correct and incorporated herein.

II. ***Construction Approval***. The County is commencing with the design and construction of the future transportation improvements along SW 8th Avenue. In order to provide for the land necessary for stormwater management improvements associated with these projects, CPP agrees to:

a. Deed 6.47 acres of land located in the southeast corner of the referenced parcels as shown on the attached sketch and legal description and to execute a warranty deed dedicating the property to the County.

b. Demolish and remove the existing structure and all contents within the structure and seed and mulch all of the disturbed areas.

The County agrees to:

a. Bear all costs associated with the preparation and recording of the deeds necessary for the transfer of the above referenced property after acceptance of the property by the Board of County Commissioners.

b. As a part of the construction of the stormwater management improvements on the 6.47 acre site ,the stormwater management improvements will be constructed in accordance with Section 4.4 of the Metropolitan Transportation Planning Organization's Urban Design Policy Manual.

c. Value one acre of the property, which includes an existing structure, at the appraised value of $115,000 and the remaining 5.47 acres at a value of $50,000 per acre. The structure removal is valued at $9,800. The total value of the land and structure removal shall be $398,300, less the cost of $180,842.50 for turn-lane improvements. The County shall provide CPP with an impact fee or appropriate

equivalent credit of $217,457.50 and execute any documents necessary to implement this credit.

III. ***Burden on Property Owner's Rights***. CPP further agrees that the obligations agreed to herein in no way inordinately burden an existing use of the Property or vested right to a specific use of the Property. CPP desires to make this voluntary donation of said property interest to the County for the use and benefit of the public. CPP further acknowledges that they have been fully advised by a County representative of their right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation or credit for full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, CPP waives those rights.

IV. ***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 parties' representatives are:

County: Randall Reid
County Manager
Post Office Drawer 2877
Gainesville, FL 32602

CPP: Svein Dyrkolbotn
Managing Member
Celebration Pointe Partners, LLC
~~20725 SW 46th Avenue~~ 2579 SW 87 Dr. -Ct
Newberry, FL 32669 GAINESVILLE FL 32608.

SD

A copy of any notice hereunder shall also be sent to:

J. K. Irby
Clerk of the Circuit Court
Post Office Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

V. ***Entire Agreement***. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document.

VI. ***Amendments***. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality.

VII. ***Compliance with all Requirements***. Nothing contained herein shall relieve CPP or its successors or assigns from obtaining any local, regional, state, or federal permits or compliance with any applicable ordinances, laws, rules, or regulations.

VIII. ***Limitation of Approval.*** By this Agreement, the County is only approving the concept of reimbursement for the construction of the turn-lane improvements associated with the CPP site and not any other development application, site certification, or any other application or plan for CPP.

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

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Lee Pinkoson
Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

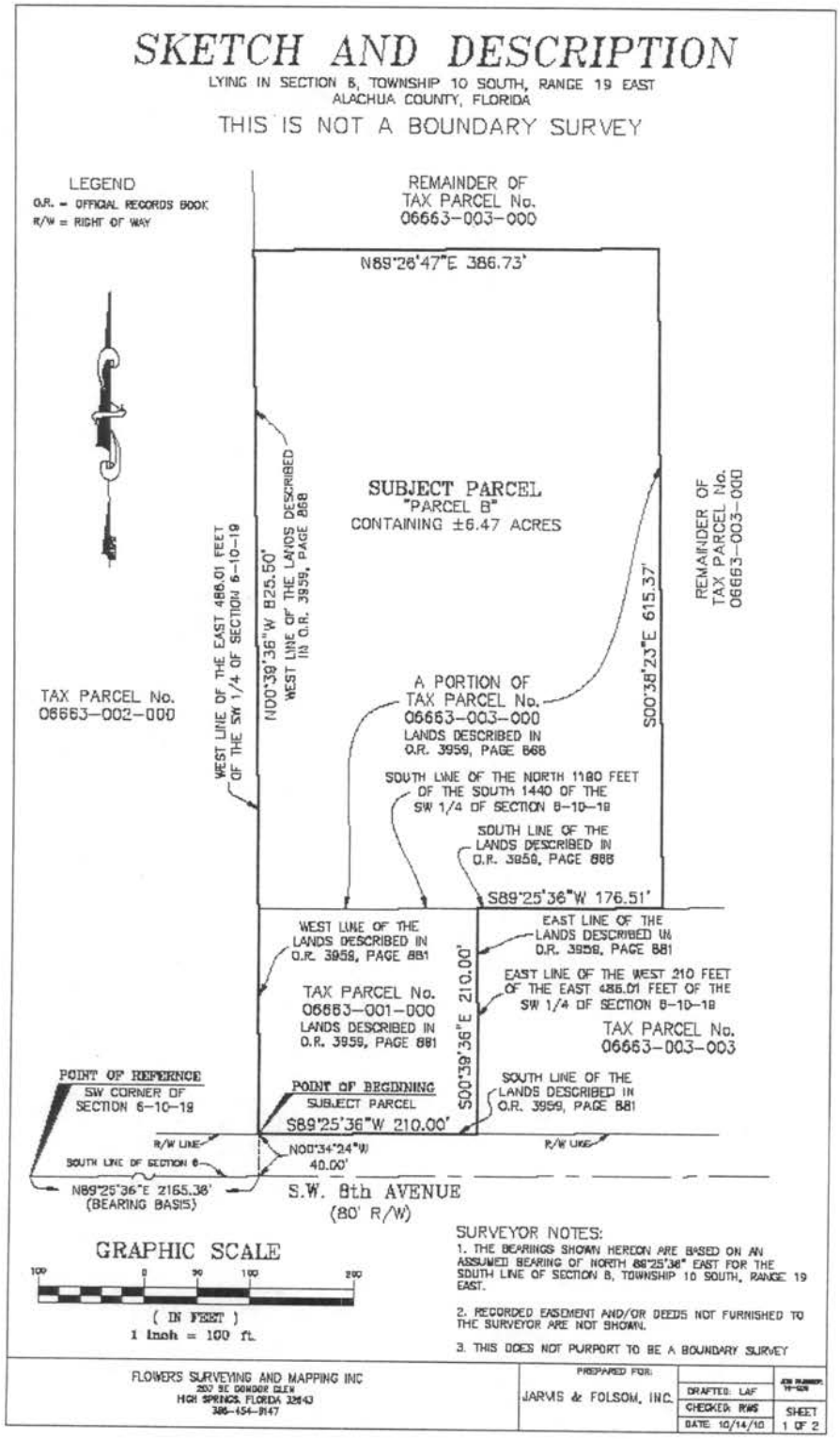
CELEBRATION POINTE PARTNERS, LLC.

By: _____
Svein Dyrkolbotn
Managing Member

SKETCH AND DESCRIPTION

LYING IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 19 EAST
ALACHUA COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY



GRAPHIC SCALE

100 0 50 100 200

(IN FEET)

1 inch = 100 ft.

SURVEYOR NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 89°25'36" EAST FOR THE SOUTH LINE OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 19 EAST.
2. RECORDED EASEMENT AND/OR DEEDS NOT FURNISHED TO THE SURVEYOR ARE NOT SHOWN.
3. THIS DOES NOT PURPORT TO BE A BOUNDARY SURVEY

FLOWERS SURVEYING AND MAPPING INC 252 SE OKWOOD GLEN HIGH SPRINGS, FLORIDA 32643 386-454-9147	PREPARED FOR: JARVIS & FOLSOM, INC.	DRAFTED: LAF	JOB NUMBER: 10-024
		CHECKED: RWS	SHEET 1 OF 2
		DATE: 10/14/10	

SKETCH AND DESCRIPTION

LYING IN SECTION 6, TOWNSHIP 10 SOUTH, RANGE 19 EAST
ALACHUA COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3959, PAGE 881, AND A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3959, PAGE 868 OF THE PUBLIC RECORDS OF SAID ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6 FOR THE POINT OF REFERENCE; THENCE RUN NORTH 89°25'36" EAST, ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 2165.36 FEET; THENCE RUN NORTH 00°34'24" WEST, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3959, PAGE 881, THE NORTH RIGHT OF WAY LINE OF S.W. 8th AVENUE (AN 80 FOOT RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°39'38" WEST, ALONG THE WEST LINE OF SAID LANDS AND THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3959, PAGE 868, A DISTANCE OF 825.50 FEET; THENCE RUN NORTH 89°28'47" EAST, A DISTANCE OF 386.73 FEET; THENCE RUN SOUTH 00°38'23" EAST, A DISTANCE OF 615.37 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3959, PAGE 868; THENCE RUN SOUTH 89°25'36" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 176.51 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3959, PAGE 881; THENCE RUN SOUTH 00°39'36" EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 210.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND SAID NORTH RIGHT OF WAY LINE; THENCE RUN SOUTH 89°25'36" WEST, ALONG THE SOUTH LINE OF SAID LANDS AND ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.47 ACRES, MORE OR LESS.

FLOWERS SURVEYING AND MAPPING INC 207 SE CONDOR GLEN HIGH SPRINGS, FLORIDA 32643 386-454-8147	PREPARED FOR: JARMS & FOLSOM, INC.		JOB NUMBER: 10-029
		DRAFTED: LAF	
		CHECKED: RWS	SHEET
		DATE: 10/14/10	2 OF 2

This instrument prepared by:
Robert W. Wigglesworth
Public Works Department
P.O. Box 1188
Gainesville, Fl 32601-1188

Portion of Tax
Parcel No.: 06663-003-000
ALACHUA COUNTY, FLORIDA

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, A.D. 2011, between **CELEBRATION POINTE PARTNERS, LLC**, a Florida limited liability company, whose mailing address is 2579 SW 87 Drive, Gainesville, Florida, 32608, as "Grantor" 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 "Grantee".

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations, each to the other paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, the following-described lands, situate, 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.
>
> Lying and being in Section 6, Township 10 South, Range 19 East, Alachua County, Florida

The property conveyed pursuant to this instrument is not the homestead property of the Grantor.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining forever; and the Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

Barbara G Allen
print name: BARBARA G. ALLEN

Pamela Wicke
print name Pamela Wicke

CELEBRATION POINTE PARTNERS, LLC
a Florida limited liability company

By: SHD Development LLC, a Florida limited liability company, its Managing Member

By: _____
Svein H. Dykolbotn,
as Managing Member

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 29 day of June, 2011, by Svein H. Dykolbotn, as Managing Member of SHD Development, LLC, a Florida limited liability company, the Managing Member of CELEBRATION POINTE PARTNERS, LLC, a Florida limited liability company, on behalf of the said companies, and who is personally known to me or who has produced Florida Drivers License as identification.

Cathy Ernst
Notary (print name)_____
My Commission Expires:_____
Commission No:_____

(SEAL)

CATHY L. ERNST
MY COMMISSION # DD732173
EXPIRES November 06, 2011
(407) 398-0153 FloridaNotaryService.com

At a meeting on the 9th day of August 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 10th day of August, 2011,

ATTEST:
_____
J. K. IRBY, CLERK

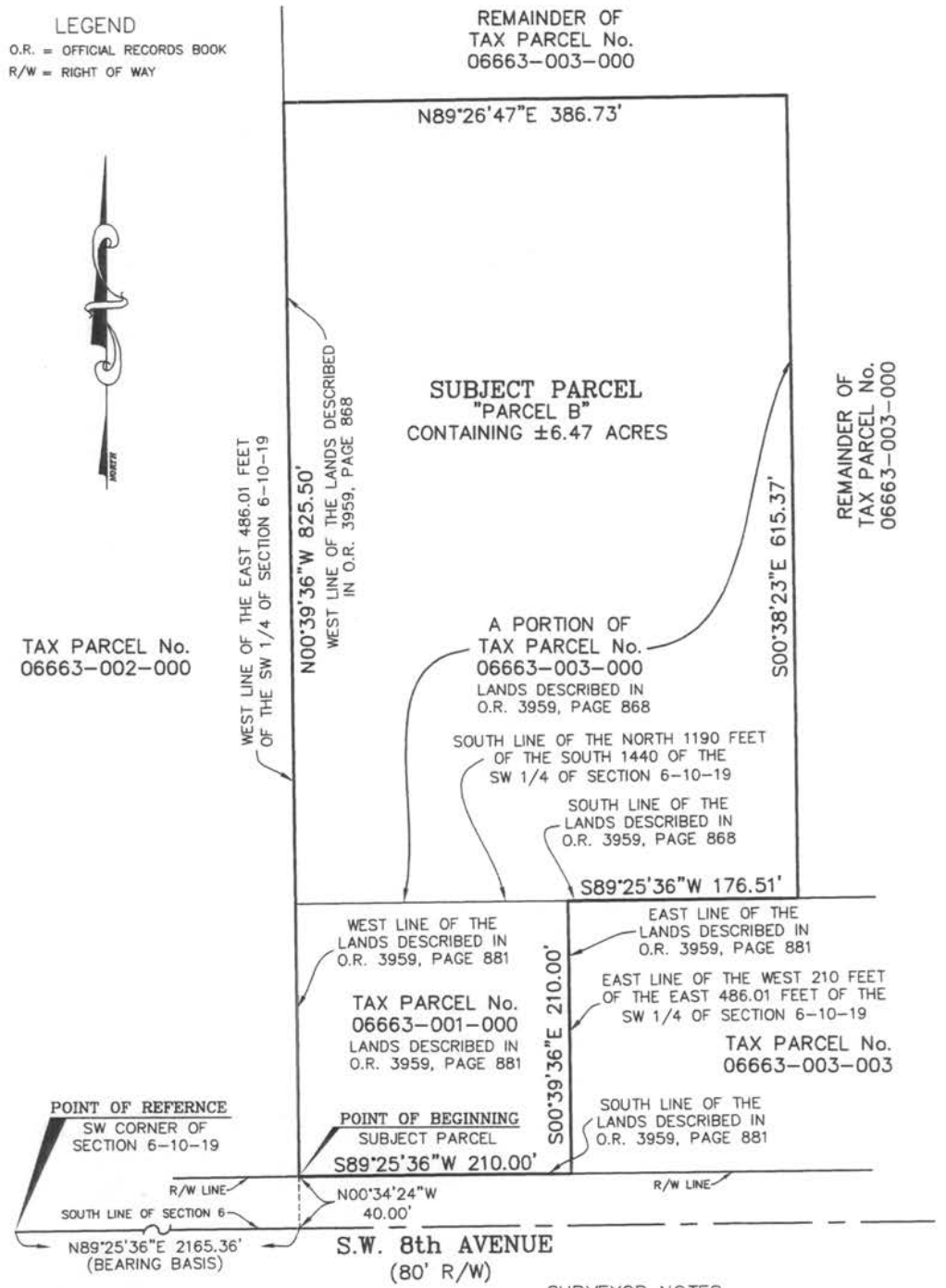
APPROVED AS TO FORM

_____
ALACHUA COUNTY ATTORNEY

SKETCH AND DESCRIPTION

LYING IN SECTION 6, TOWNSHIP 10 SOUTH, RANGE 19 EAST
ALACHUA COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY



GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

SURVEYOR NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 89°25'36" EAST FOR THE SOUTH LINE OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 19 EAST.
2. RECORDED EASEMENT AND/OR DEEDS NOT FURNISHED TO THE SURVEYOR ARE NOT SHOWN.
3. THIS DOES NOT PURPORT TO BE A BOUNDARY SURVEY

FLOWERS SURVEYING AND MAPPING INC
207 SE CONDOR GLEN
HIGH SPRINGS, FLORIDA 32643
386-454-8147

PREPARED FOR:
JARVIS & FOLSOM, INC.

DRAFTED: LAF	JOB NUMBER: 10-026
CHECKED: RWS	SHEET 1 OF 2
DATE: 10/14/10	

SKETCH AND DESCRIPTION

LYING IN SECTION 6, TOWNSHIP 10 SOUTH, RANGE 19 EAST
ALACHUA COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3959, PAGE 881, AND A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3959, PAGE 868 OF THE PUBLIC RECORDS OF SAID ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 6.47 ACRES, MORE OR LESS.

FLOWERS SURVEYING AND MAPPING INC
207 SE CONDOR GLEN
HIGH SPRINGS, FLORIDA 32643
386-454-8147

PREPARED FOR:
JARVIS & FOLSOM, INC.

DRAFTED: LAF	JOB NUMBER: 10-026
CHECKED: RWS	SHEET 2 OF 2
DATE: 10/14/10	

August 9, 2011 Regular BoCC Meeting
Agenda Item #47

Title
Increase interfund loan for the SW 62nd Blvd Interim Projects and extend loan repayment amount (Amended)

Amount
$500,000.00

Description
Request Approval of the Increase in the Interfund Loan for SW 62nd Blvd Interim Projects and extend loan repayment date

Recommendation
Approve increasing the interfund loan for SW 62nd Blvd Interim Projects by $500,000 and extending loan repayment date to September 30, 2012.

Alternative(s)
Do not approve and advise staff on how to proceed.

Requested By
Richard Hedrick 352-548-1233

Originating Department
Public Works

Attachment(s) Description
None

Documents Requiring Action
None

Executive Summary
An interfund loan from Gas Tax Funds was previously approved by the Board with an amount not to exceed $500,000 and repayment due by September 30, 2011. Due to the dollar amount of payment reimbursements from the Contractor and the normal delay in receiving reimbursements from the Florida Department of Transportation (FDOT) it is necessary to request that the interfund loan from Gas Tax Funds be increased from a not to exceed amount of $500,000 to a not to exceed amount of $1,000,000. Since the project will not be completed by September 30, 2011, the repayment time for this loan needs to be extended to September 30, 2012. Approval of this loan increase and repayment extension should cause no financial issues or delays in projects funded from the Gas Tax Funds.

Background
The County received an Earmark funding grant as part of the SAFETEA-LU federal legislation in the amount of approximately $7.8M for the Planning, PD&E , Design and Right-of-Way acquisition for SW 62nd Boulevard/4 Lane Arterial Connector (a north/south corridor between Archer Road and Newberry Road to provide congestion relief to I-75, SW 34th Street, Archer Road and Newberry Road.). On March 21, 2007, the County entered into a Local Agency Program (LAP) Agreement with the FDOT for the Planning, PD&E, Design of the SW 62nd Blvd. Connector in the amount of $2M. On December 11, 2008 the MTPO approved the transfer of $5.8M from right-of-way funds to be used for design, construction and construction engineering inspection for the SW 62nd Boulevard Interim projects. This earmark is administered on a reimbursement basis to the County so

expenditures are made by the County and a request for reimbursement is submitted to FDOT who then reimburses the County. This process can take up to a month to complete and has recently caused some delays in the payment to vendors because of large reimbursements from vendors with the construction going at full force. In order to keep from payments to vendors being delayed and the project on schedule, the interfund loan needs to be increased from not to exceed amount of $500,000 to not to exceed amount of $1,000,000.

Issues
Without approval of this loan increase, payment to vendors could be delayed and additional costs incurred. Approval of this loan increase and repayment extension should cause no financial issues or delays in projects funded from the Gas Tax Funds.

Fiscal Recommendation
Approve increase in interfund loan by $500,000 and extend repayment date for total loan to September 30, 2012

Fiscal Alternative(s)
None

Funding Sources
Gas Tax Funds

Account Code(s)
350-0000-131.00-00

August 9, 2011 Regular BoCC Meeting
Agenda Item #48

Title
Timber Harvesting from Phifer Flatwoods Preserve: Bid 11-452 (Amended)

Amount
N/A

Description
Request approval of the Finance Report to cancel Bid 11-452; Timber Harvesting from Phifer Flatwoods Preserve.

Recommendation
Approve the Finance Report to cancel Bid 11-452; Timber Harvesting from Phifer Flatwoods Preserve.

Alternative(s)
That the Board not accept the recommendation to cancel Bid #11-452; Timber Harvesting from Phifer Flatwoods Preserve.

Requested By
Chris Bird/Larry M. Sapp

Originating Department
Environmental Protection/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the Finance report to cancel Bid #11-452: Timber Harvesting from Phifer Flatwoods Preserve.

Background
Bid #11-452; Timber Harvesting from Phifer Flatwoods Preserve was advertised on June 8, 2011 and June 15, 2011. The deadline for receipt of the Bid was July 13, 2011. Bids were not opened due to the department's recommendation to cancel. The information EPD received from the potential receiving lumber mills was that the wood on site would be inferior and result in large quantities being rejected by the mill. This would quickly result in the loggers leaving the inferior parts of the trees on site since they are allowed in the current bid scope to leave the "non-merchantable wood" on site. This creates a wildfire hazard. Secondly, the wood is merchantable as mulch. Since it was not advertised as such or included in the scope of services, the loggers that specialize in mulch may not have considered submitting a bid. We are requesting to cancel the Bid, re-draft the specs to include the removal of all wood, and include mulch as a possible commodity when we re-solicit a new Bid for this project.

Issues
The project will be delayed due to starting over with the Bid process.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 11452FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

July 20, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: Bid #11-452; Timber Harvesting from Phifer Flatwoods Preserve

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, June 16, 2011
Advertisement Dates:	June 8, 2011 and June 15, 2011
Notifications sent to:	89
Solicitations Requested by:	16
Responses Received From:	0

ADMINISTRATIVE RECOMMENDATION:

That the Board cancel Bid #11-452; Timber Harvesting from Phifer Flatwoods Preserve.

APPROVED THIS 9th DAY OF August, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LMS/dt

August 9, 2011 Regular BoCC Meeting
Agenda Item #49

Title
Engineering Services for Miscellaneous Transportation Itemized Projects greater than 2 Million dollars: RFP 11-448 (Amended)

Amount
N/A

Description
Request approval of the Finance Report to approve the ranking for RFP 11-448: Engineering Services for Miscellaneous Transportation Itemized Projects greater than $2 Million.

Recommendation
Approve the Finance Report to rank RFP 11-448; Engineering Services for Miscellaneous Transportation Itemized Projects greater than $2 Million and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

Alternative(s)
That the Board reject the ranking of RFP #11-448; Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million.

Requested By
Rick Hedrick/Larry Sapp

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
RFP #11-448; Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million was advertised on March 30, 2011 and April 6, 2011. The deadline for receipt of the RFP was May 25, 2011. Five (5) vendors responded for RFP #11-448; Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million. That the Board approves the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached. 1. HDR Engineering, Inc. 2. Dyer, Riddle, Mills & Precourt, Inc. 3. HNTB Corporation

Background
Projects listed on the request for proposal No. 11-448 are projects included in the Board approved Transportation Improvement Program and Bicycle Pedestrian Work Program lists. Professional Engineering Services are needed to assist Alachua County with the design and construction of these listed projects.

Issues
Continuing Professional Engineering Services are needed to assist Alachua County with transportation projects, construction engineering and inspection services.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
$0.00

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 11448FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

July 21, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager

SUBJECT: RFP #11-448; Engineering Services for Miscellaneous Transportation Itemized Projects >$2 Million

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, May 25 2011
Advertisement Dates:	March 30, 2011 and April 6, 2011
Notifications sent to:	1575
Solicitations Requested by:	63
Responses Received From:	5

Firms:

AECOM Technical Services, Inc.
Gainesville, FL

Dyer, Riddle, Mills & Precourt, Inc.
Gainesville, FL

HDR Engineering, Inc.
Gainesville, FL

HNTB Corporation
Alachua, FL

**The LPA Group Inc., A Unit of Michael Baker Corp.
Lake City, FL

*** Vendor deemed SBE Non-Responsive***

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

1. HDR Engineering, Inc.
2. Dyer, Riddle, Mills & Precourt, Inc.
3. HNTB Corporation

APPROVED THIS 9th DAY OF August, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LMS/mm

August 9, 2011 Regular BoCC Meeting
Agenda Item #50

Title
Greater Liberty Hill United Methodist Church Multi-Modal Transportation Mitigation Agreement (Amended)

Amount
N/A

Description
Request Approval of the Multi-Modal Transportation Mitigation (MMTM) Agreement for the Greater Liberty Hill United Methodist Church Addition

Recommendation
Approve Greater Liberty Hill United Methodist Church Multi-Modal Transportation Mitigation Agreement

Alternative(s)
Do not approve Greater Liberty Hill United Methodist Church MMTM Agreement

Requested By
Jeff Hays

Originating Department
Growth Management

Attachment(s) Description
MMTM Agreement

Documents Requiring Action
MMTM Agreement

Executive Summary
Greater Liberty Hill United Methodist Church 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 a proposed expansion of a place of worship at 7600 NW 23rd Ave. This program requires an agreement between the County and the applicant.

Background
Greater Liberty Hill have submitted a development plan application for a 3,158 sq ft addition to a place of worship.

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 as provided for in the MMTM ordinance.

Fiscal Recommendation
NA

Fiscal Alternative(s)
NA

Funding Sources
NA

Account Code(s)
NA

Attachment: LibertyhillMethodist_ExA.pdf
Attachment: MMTA Greater Liberty Hill Final.pdf

MULTI-MODAL TRANSPORTATION MITIGATION AGREEMENT

This Multi-Modal Transportation Mitigation Agreement (hereinafter "Agreement") is made and entered into this 9th day of August, 2011 ("Effective Date") by and between Alachua County, a charter county and political subdivision of the State of Florida (hereinafter "County"), and the Greater Liberty Hill United Methodist Church (hereinafter "Developer").

WITNESSETH

WHEREAS, the Developer is the owner of an approximately 3.12 acre parcel of land identified as Tax Parcel Number 06232-000-000 and located at 7600 NW 23rd Ave, 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 3,158 sq ft sanctuary addition (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 Greater Liberty Hill United Methodist Church and is located at 7600 NW 23rd Ave, Gainesville, FL, which is identified as Alachua County Tax Parcel number: 06232-000-000.

The Development is a 3,158 sq ft sanctuary addition.

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 XX-11.

a. Recognizing the "time value of money," Alachua County offers the following reductions in payment amount:

1. Payment concurrent with Development Plan Approval = 15% reduction

2. Payment concurrent with Building Permit Application = 7.5% reduction

3. Payment concurrent with Final Building Inspection = 0% reduction

b. Developer hereby elects to pay the multi-modal transportation mitigation at the time of Final Development Plan approval and shall be granted a __15__ % reduction in the required multi-modal transportation mitigation.

c. Developer is responsible for payment of the multi-modal transportation mitigation. Developer may receive credit for the payment of all or a portion of the MMTM by a person who applies for and pays all or a portion of the Developer's MMTF calculated pursuant to Section 4 herein.

d. Developer expressly agrees to pay the multimodal transportation mitigation payment set forth in Section 4.0, above within 10 days of the County's request for payment. County shall not request payment until after a request for final inspection has been submitted.

e. This agreement does not constitute Final Development Plan approval or any intent by Alachua County to guarantee approval of the Final Development Plan application. If County denies the application for Final Development Plan , this agreement shall be null and void.

Section 7. Impact of Development. The Developer agrees that the conveyances and commitments pursuant to this Agreement are necessary to reduce the impacts of the Development and meet the "essential nexus" and "rough proportionality" requirements established by the United States Supreme Court in the cases of ***Nollan v. California Coastal Commission*** and ***Dolan v. City of Tigard***.

Section 8. Vesting for Concurrency Purposes. Upon completion of the payment described in Section 6, the, Project shall be deemed vested for concurrency purposes as defined in Chapter 163, F.S. and Chapter 407, Article XII of the ULDC.

Section 9. Governing Law. The Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws the State of Florida. If any litigation should be brought in connection with this Agreement, venue shall lie in Alachua County, Florida. The parties waive trial by jury.

Section 10. Attorneys' Fees and Costs. The parties hereto agree that in the event it becomes necessary for either party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms and provisions of this Agreement, each party in such litigation shall bear its own costs and expenses incurred and expended in connection therewith including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.

Section 11. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 12. Agreement. This Agreement contains the entire agreement between the parties. No rights, duties or obligations of the parties shall be created unless specifically set forth in this Agreement.

Section 13. Amendment. No modification or amendment of this Agreement shall be of any legal force or effect unless it is in writing and executed by both parties, and meets the requirements of the Comprehensive Plan, ULDC, and County Code.

Section 14. Assignment. This Agreement may not be assigned without the prior written consent of the other party, and all the terms and conditions set forth herein shall inure to the benefit of and shall bind all future assignees and successors.

Section 15. Annexation. This Agreement is not intended to be, and indeed is not, a "development agreement" within the meaning of Sections 163.3220-163.3242, Florida Statutes. The parties shall not be deprived of their rights and obligations, and this agreement shall not be terminated, modified, or affected by operation of a municipal annexation of any portion of the Property.

Section 16. Waiver. Failure to enforce any provision of this Agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

Section 17. Further Documentation. The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such

further documents and instruments in form and substance reasonably necessary to confirm or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 18. Notices. Any notice, request, demand, instruction or other communication to be given to either party under this Agreement shall be in writing and shall be hand delivered, sent by Federal Express or a comparable overnight mail service, or by U.S. Registered or Certified Mail, return receipt requested, postage prepaid, to County and to Developer at their respective addresses below:

As to County:
Richard Hedrick
Director, Public Works
5620 NW 120th Lane
Gainesville, FL 32653

And with a copy to:
Steve Lachnicht
Director, Growth Management
10 S.W. 2nd Avenue
Gainesville, FL 32601

As to Developer:
Henry Tyson, Pastor
Greater Liberty Hill United Methodist Church
7600 NW 23rd Ave
Gainesville, FL 32606

Section 19. Construction of Agreement. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

Section 20. Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures.

Section 21. Counterparts. This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

(signatures start on next page)

DEVELOPER:

(DEVELOPER NAME)

By: Henry J. Tyson
(name)

Witness #1 for the Developer:

Signature

JAMES D. JOHNSON
Printed Name

Witness #2 for the Developer:

Addie Smith
Signature

Addie Smith
Printed Name

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing document was acknowledged before me this 25 day of July, 2011, by Henry J. Tyson as Pastor of Greater Liberty Church, who is personally known to me or has produced FDL as identification.

DEBORAH A. ROST
Notary Public - State of Florida
My Comm. Expires May 27, 2014
Commission # DD 996365
Bonded Through National Notary Assn.

Notary Public, State of Florida

Deborah A. Rost
Printed Name

Commission Number: DD 996365

Commission expires: May 27, 2014

(signatures continued on next page)

ALACHUA COUNTY:

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

_____
County Attorney

(SEAL)

EXHIBIT "A"

Legal Description

DESCRIPTION: (OFFICIAL RECORDS BOOK 705 PAGE 180)

Commence at the Southeast corner of Section 29–T9S–R19E and run S 89°50'20" W. along the South line of said Section, 272.66' to the Point of Beginning. Thence run N 2°36'29"W, 198.51'; thence run North 89°51'32" W. 666.54'; thence run S 5°16'10" W. 198.71' to the Northerly right–of–way line of State Road No. S–232–A (N.W. 23rd Avenue); thence run in an Easterly direction along said right–of–way line to the said South line of Section 29; thence run N 89°50'20"E, along said South section line to the Point of Beginning. All being and lying in Section 29–T9S–R19E, Alachua County, Florida, and containing 3.12 Acres, more or less.

August 9, 2011 Regular BoCC Meeting
Agenda Item #51

Title
Advertisement of a Notice of Public Hearing for street vacations in the plat of Lochloosa, Florida. (Amended)

Amount
N/A

Description
Request Adoption of the Resolution authorizing advertisement of a Notice of Public Hearing for Board consideration to vacate certain portions of the un-named paper streets within the plat of Lochloosa, Florida.

Recommendation
Adopt the Resolution authorizing the advertisement for the Notice of Public Hearing for the plat of Lochloosa, Florida street vacation.

Alternative(s)
Do not adopt the Resolution and provide staff with direction.

Requested By
Richard Hedrick (contact Robert W. Wigglesworth 374-5245 ext 1224)

Originating Department
Public Works

Attachment(s) Description
Resolution authorizing the advertisement for Notice of Public Hearing and location maps.

Documents Requiring Action
Resolution authorizing advertisement for notice of public hearing for Lochloosa street vacations.

Executive Summary
Resolution authorizing advertisement of a Notice of Public Hearing for Board consideration to vacate portions of the un-named paper streets within the plat of Lochloosa, Florida.

Background
Alachua County Public Works Department has received an application from the property owner's, Dale Peters and Milton Noble, to consider vacating portions of the un-named paper streets that lie within the plat of Lochloosa Florida, as per plat recorded in Plat Book "A", page 98 of the public records of Alachua County, Florida. The property owner's are requesting the vacation of the portions of Four (4) un-named paper streets lying east of US 301 and west of SE 210 Terrace, being described as: north, east and south of Block 8; and north, east and south of Block 7, less the portion lying within the right-of-way of SE 162 Avenue. The County maintains SE 162 Avenue, SE 210 Terrace and SE 166 Avenue, east of US 301. These three roads have been maintained by the County in excess of seven years. A maintenance map was prepared, per F.S. 95.361, and submitted to the Board of County commissioners for their acceptance on September 9, 2008 and filed in the public records of Alachua County on November 20, 2008 in Maintenance Map Book 2, pages 16-18. The physical location of these three county maintained roadways do not correspond to any of the paper streets depicted by the Lochloosa Florida plat, recorded in 1888. The North-South, un-named paper street within the said plat, lies to the west of the County's maintained roadway known as SE 210 Terrace.

This un-named paper street is one of the streets being requested for vacation and is not part of the existing SE 210 Terrace. Public Works has reviewed their request and is making a favorable recommendation to the Board to consider vacating the portions of said un-named streets as requested. The vacation of these portions of said streets will not deprive any person of a reasonable means of ingress and egress to his or her premises and will not materially interfere with the County's road system. This Resolution is in accordance with Alachua County Code Chapter 324

Issues
The physical location of the three county maintained roadways do not correspond to any of the paper streets depicted by the Lochloosa, Florida plat, recorded in 1888, as a result, the property owners have encroachments into the paper streets that cannot be cleared without this action.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Lochloosa_location_maps.pdf
Attachment: Resolution_Authorization_LOCHLOOSA.pdf

RESOLUTION 11-77

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, DECLARING THAT A PUBLIC HEARING SHALL BE HELD TO CONSIDER VACATING PORTIONS OF UN-NAMED PAPER STREETS WITHIN THE PLAT OF LOCHLOOSA FLORIDA, ALACHUA COUNTY, FLORIDA; AUTHORIZING ADVERTISEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Alachua County Code Chapter 324, Alachua County Board of County Commissioners (County) has received an application for vacating portions of un-named paper streets in the platted subdivision of Lochloosa Florida, lying Section 27, Township 11 South, Range 22 East, as per Plat Book "A", page 98, of the Public Records of Alachua County, Florida; and

WHEREAS, the Board of County Commissioners wishes to adopt a resolution declaring that, at a definite time and place, a public hearing will be held to consider the matter.

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

1. The Board hereby authorizes the advertisement of a notice of public hearing as described in **Exhibit "A"** attached hereto, to be published one (1) time in a newspaper of general circulation within Alachua County, at least two (2) weeks prior to the date of such hearing.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 9th day of August, A.D., 2011.

SEAL

BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. "Buddy" Irby, Clerk

APPROVED AS TO FORM:

_____
County Attorney

EXHIBIT "A"

NOTICE OF PUBLIC HEARING TO CONSIDER VACATING PORTIONS OF UN-NAMED STREETS WITHIN THE PLAT OF LOCHLOOSA FLORIDA, ALACHUA COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Alachua County, Florida, will consider the adoption of a Resolution for vacating and abandoning certain un-named streets in the platted subdivision of Lochloosa Florida at a public hearing to be held in Room 209 of the Alachua County Administration Building, 12 Southeast 1st Street, Gainesville, Florida, on the____ day of_____, A.D., 2011, at 5:00 o'clock p.m., or as soon thereafter, as the matter may be heard; said portion of the plat being described as follows.

The un-named paper streets lying east of US 301 and west of SE 210 Terrace; north, east and south of Block 8; and north, east and south of Block 7 of Lochloosa Florida, as per plat recorded in Plat Book "A", page 98 of the Public Records of Alachua County, Florida, lying and being in Section 27, Township 11 South, Range 22 East.

Less the portion lying within the right of way of SE 162 Avenue.

A detailed map and descriptions are available for review at the Public Works Department or the County Managers Office.

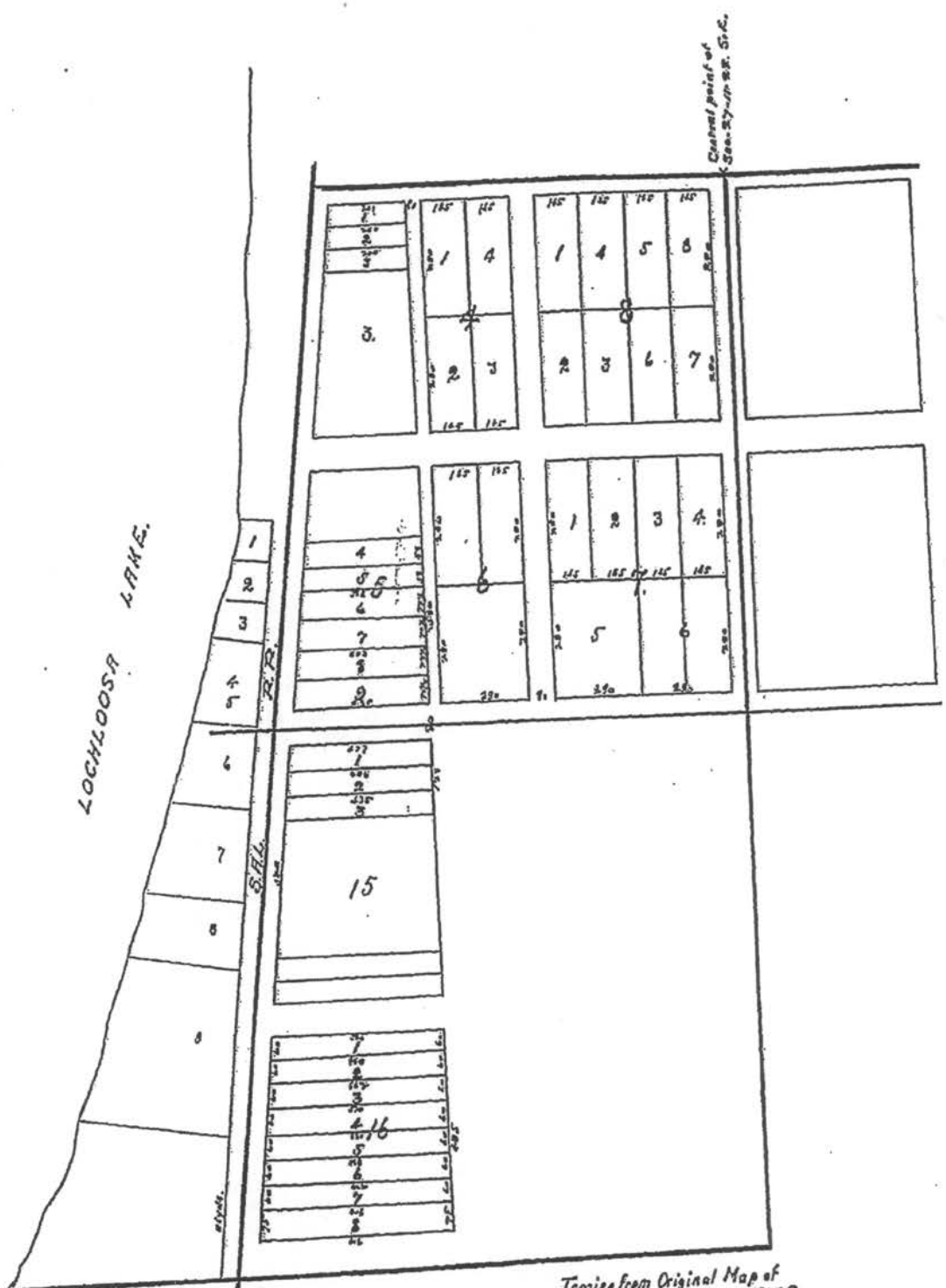
All persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceeding and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to attend and be heard. Anyone with a disability who needs an accommodation, please call 352-374-5245 or TTD 352-374-5284.

Lee Pinkoson, Chair
Board of County Commissioners

Please publish one time on Tuesday, _____, 2011.

Bill Account No. 97588 and
Send proof of publication to:
Office of Management and Budget
P.O. Box 1467
Gainesville, Florida 32602-1467

A-98
A-98

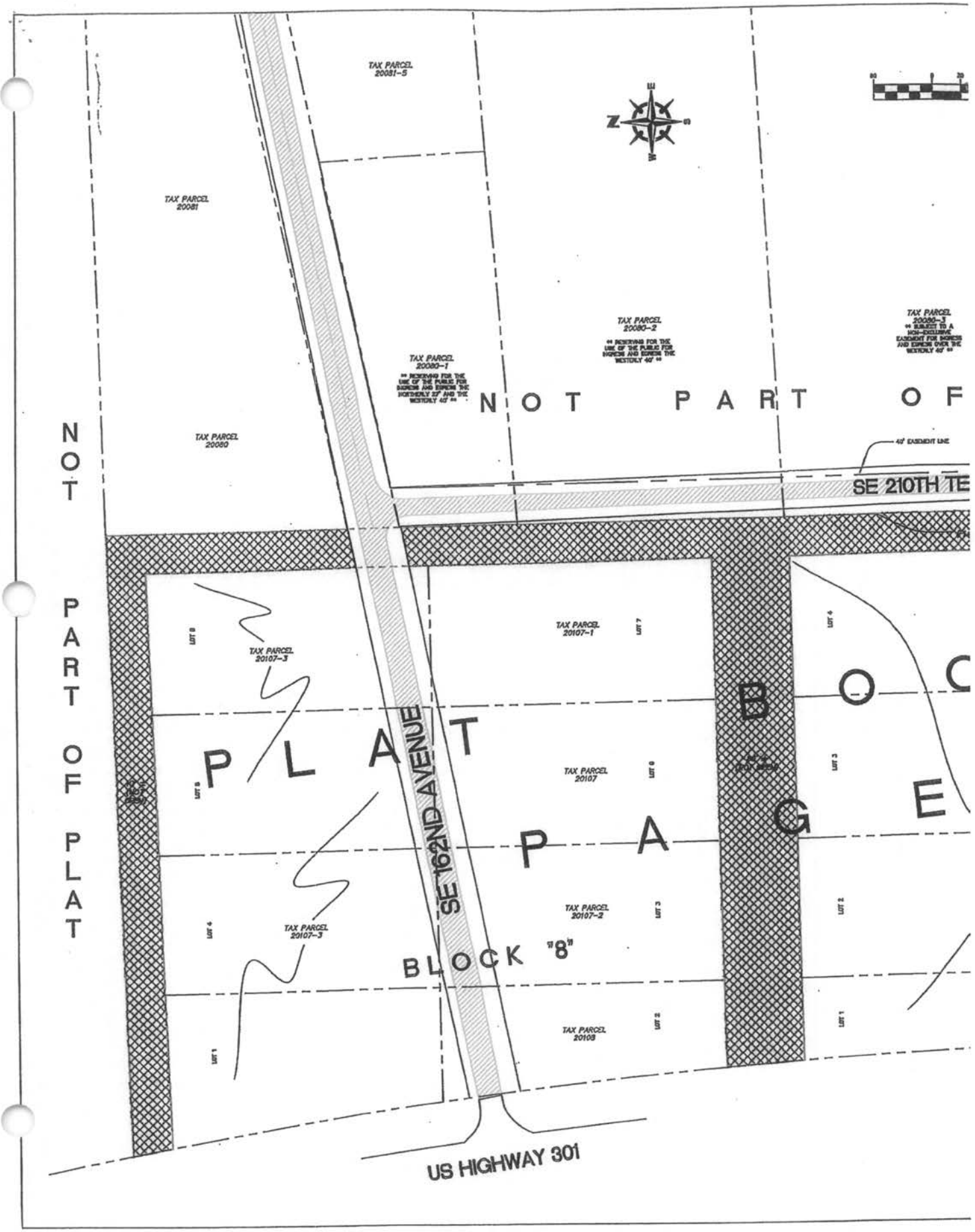


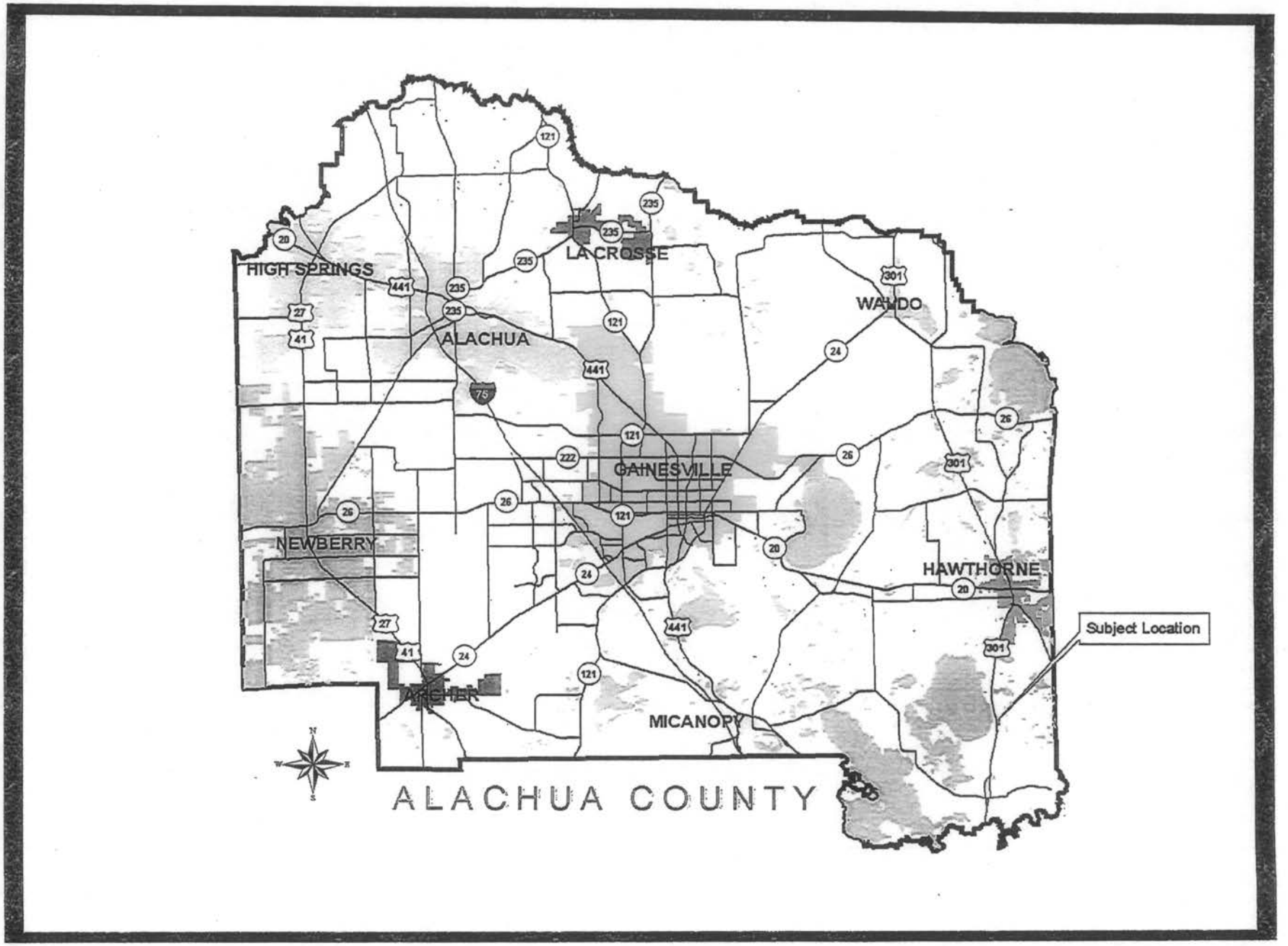
Colored Yellow Property heretofore sold.
Blue Lines define lots in Sec. 27

Tracing from Original Map of
LOCHLOOSA FLORIDA
Made by The Florida Town Improvement Co. in 1886.

Filed June 20, 1912
Recorded in Book of Plats "A" page 36,
June 22, 1912.
C.H. Mizegues Clerk, By H.S. Clowes D.C.

Subject Location
SE 162ND AVE (OR SE 163RD)
US HIGHWAY 301
SWANEE ROAD


TAX PARCEL 20081-5
TAX PARCEL 20081
TAX PARCEL 20080
TAX PARCEL 20080-1
** RESERVING FOR THE USE OF THE PUBLIC FOR EGRESS AND EGRESS THE NORTHERLY 23' AND THE WESTERLY 40' **
TAX PARCEL 20080-2
** RESERVING FOR THE USE OF THE PUBLIC FOR EGRESS AND EGRESS THE WESTERLY 40' **
TAX PARCEL 20080-3
** SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 40' **
NOT PART OF
40' EASEMENT LINE
SE 210TH TE
NOT PART OF PLAT
PLAT
BOOC
PAGE
TAX PARCEL 20107-1
TAX PARCEL 20107-3
TAX PARCEL 20107
TAX PARCEL 20107-2
TAX PARCEL 20108
LOT 8
LOT 5
LOT 4
LOT 1
LOT 7
LOT 6
LOT 3
LOT 2
LOT 1
SE 192ND AVENUE
BLOCK "8"
US HIGHWAY 301


HIGH SPRINGS
LA CROSSE
WALDO
ALACHUA
GAINESVILLE
NEWBERRY
HAWTHORNE
ARCHER
MICANOPY
Subject Location
ALACHUA COUNTY

August 9, 2011 Regular BoCC Meeting
Agenda Item #52

Title
SW 85th Avenue Speed Zoning (Amended)

Amount
$300.00

Description
Request approval of a 50 mph speed zone on SW 85th Avenue from SW 75th Street to Williston Road

Recommendation
Approve the 50 mph speed zone on SW 85th Avenue from SW 75th Street to Williston Road and authorize the chair to sign the resolution.

Alternative(s)
Do not approve the 50 mph speed zone.

Requested By
Richard Hedrick via Dave Cerlanek 352-374-5245 ext. 1214

Originating Department
Public Works

Attachment(s) Description
Location Map Resolution

Documents Requiring Action
Resolution

Executive Summary
In the Fall of 2010, the Public Works Department chip sealed SW 85th Avenue from SW 75th Street to Williston Road as a part of the County's Unimproved Road Improvement Program. In August of 2010, a traffic count and speed study were performed in accordance with Florida Department of Transportation procedures. That study showed 85th percentile speeds near 50 mph and a 10mph pace speed of 35-45 mph. These results were further confirmed by a study conducted by the Alachua County Sheriff's Office in June 2011. Public Works staff recommends re-zoning SW 85th Avenue to 50 mph in accordance with Florida Statutes and the procedures established by the Florida Department of Transportation.

Background
The Alachua County Public Works Department completed a chip seal project on SW 85th Avenue from SW 75th Street to Williston Road in the Fall of 2010. Since completion of the project, the Department has received multiple requests from citizens to raise the speed limit on this segment of road from its current 30mph designation. Chapter 316 of the Florida Statutes establishes blanket speed limits for County roads at 30mph and 55mph depending on the type and density of land use adjacent to the roadway. Chapter 316 also allows the Board of County Commissioners to alter the speed zoning from the statutorily established limits based on the results of an engieering study. The engineering study shall be performed in accordance with criteria promulgated by the Florida Department of Transportation. A traffic count and speed study was performed on SW 85th Avenue in August 2010 after the initial chip seal application was placed but before the project was complete. The study showed 85th

percentile speeds from 50-53mph and a 10 mph pace (the 10mph range with the highest number of vehicles) of 35-45mph; however, this study may have been influenced by the construction project. In June of 2011, the Alachua County Sheriff's Office (ASO) performed a speed study on SW 85th Avenue as a part of a speed enforcement effort. The ASO study confirmed the findings of the Public Works Department study. The results of these speed studies indicate a speed limit of 50 mph may be appropriate. Furthermore, additional investigation showed no contraindicating factors that necessitate a lower speed limit. There is a wide right-of-way with sufficient clear zone, low traffic volumes, no intersecting roads, sufficient sight distance and limited roadside development. In conclusion, Public Works staff conducted an engineering study that conforms to the cirteria promulgated by the Florida Department of Transportation. That study showed 85th percentile speeds around 50 mph and found no other factors to contrainidcate a speed limit of 50 mph. Therefore, staff recommends a speed zone of 50 mph for SW 85th Avenue from SW 75th Street to Williston Road.

Issues
Under chapter 316 of the Florida Statutes, the Board of County Commissioners has the authority to adjust the statutory speed of 30mph. However, the new speed limits shall be based on an engineering study conducted in accordance with criteria established by the Florida Department of Transportation.

Fiscal Recommendation
Sufficient funds exist in the FY11 budget .

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Uses Fund

Account Code(s)
149-7910-541-53.50

Attachment: SW85thAveSpeed LocationMap.pdf
Attachment: ResolutionSW85thSpeed.pdf

RESOLUTION 11-78

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, PROVIDING FOR THE DESIGNATION AND POSTING OF A FIFTY (50) MILE PER HOUR SPEED LIMIT ON SW 85th AVENUE SOUTHEAST OF THE CITY OF GAINESVILLE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, multiple citizens requested raising the speed limit on SW 85th Avenue which is roadway owned by the County and lying within the unincorporated area;

WHEREAS, Section 316.189, Florida Statutes, provides that the Board of County Commissioners may set speed zones on County-owned roads after investigation determines at that the speed limit to be set is reasonable and conforms to the criteria promulgated by the Florida Department of Transportation, hereinafter referred to as "FDOT";

WHEREAS, the Alachua County Public Works Department conducted an investigation and has found the request to be legitimate;

WHEREAS, the change in the speed limit to fifty (50) miles per hour is reasonable and conforms to the criteria promulgated by FDOT;

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

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

That the speed limit on SW 85th Avenue from SW 75th Street to SR 121 is hereby designated as fifty (50) miles per hour; the Alachua County Public Works Department shall install speed limit signs at locations deemed appropriate by the Public Works Department; and the Alachua County Sheriff's Office is authorized to enforce the speed limit.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 9th day of August, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson,
Chair

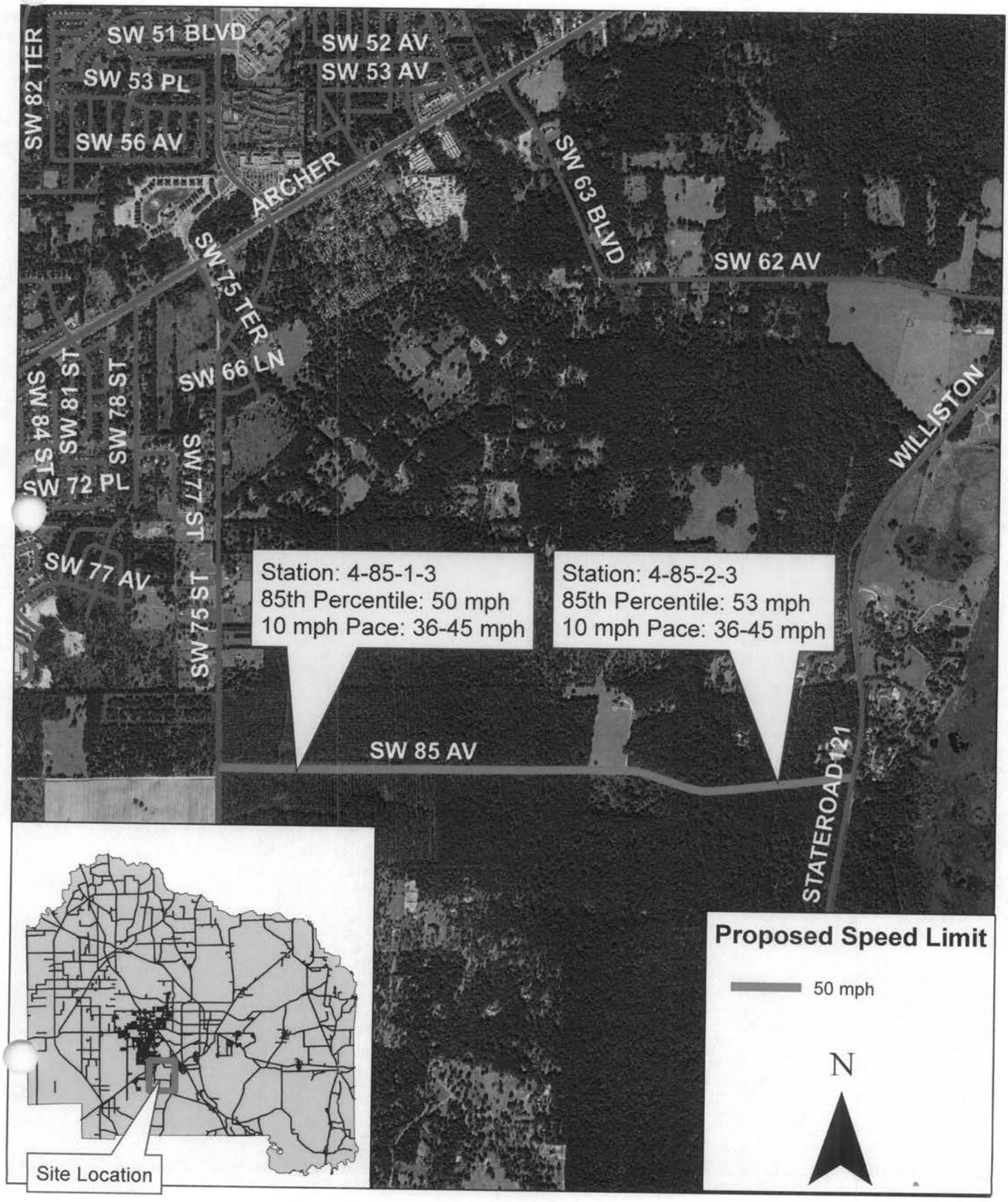
ATTEST

_____
J.K. Irby, Clerk

APPROVED AS TO FORM:

_____
County Attorney

SW 85th Avenue
Recommended Speed Zoning



August 9, 2011 Regular BoCC Meeting
Agenda Item #53

Title
FY11 Comprehensive Capital Improvement Program 3rd Quarter Report (Amended)

Amount
N/A

Description
Request Acceptance of the FY11 Comprehensive Capital Improvement Program 3rd Quarter Report

Recommendation
Accept the CCIP Quarterly Report and amend the CCIP as appropriate

Alternative(s)
Do not accept the report and advise staff

Requested By
Rick Drummond

Originating Department
OMB

Attachment(s) Description
FY11 Comprehensive Capital Improvement Program 3rd Quarter Report

Documents Requiring Action
FY11 Comprehensive Capital Improvement Program 3rd Quarter Report

Executive Summary
The Board's Financial Policies require a Comprehensive Capital Improvement Program (CCIP) quarterly report be presented to update the Commission and community on one of the larger portions of County Budget. Each quarter the County's CCIP divisions submit project highlights that occurred in the previous quarter along with new capital preservation and emergency projects that the Board needs to add to the Amended CCIP (non-capital preservation/emergency projects still require Board approval prior to project start). Additionally, any projects that were completed during the previous quarter are listed. Also included is a list of all active and past projects (past 3 fiscal year actual expenditures, current year budgets and year-to-date actual expenditures, and next fiscal year proposed budget if applicable).

Background
In FY10 the Board approved the use of Capital Preservation Funds in an effort to increase flexibility in addressing the County's infrastructure needs. The funds allowed for capital preservation projects to move forward without delay in order to minimize further degredation of the County's Facilities. To address the Board's desire to maintain critical oversight and control over the CCIP, they mandated that a quarterly report be presented to list any of these projects along with any emergency projects that may have been addressed in order to be included into the County's Amended CCIP. In order to create a more robust report to inform the Board of the entire CCIP, an Expenditure History Report has been created illustrating by Fund, County Division, and Project Name every project with activity in the past three fiscal years.

Issues
Projects listed in the Consolidated CIP Division Report under "Projects Added" are being requests by the divisions to be added to the Amended CIP.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: Binder FY11 CCIP Q3 Report.pdf

Alachua County
Office of Management and Budget

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

July 13, 2011

MEMORANDUM

To: Randall Reid, County Manager

Via: Suzanne Gable, Director

From: E. John Brower, Management Analyst

Subject: Capital Improvement Program (CIP) FY11 2nd Quarter Report

As required by the Board's Financial Policies, please find the most recent CIP Quarterly Report for submission to you and the Board for review. This comprehensive report is provided to update stakeholders on the status of all projects since the previous report; including new capital preservation and emergency projects added (non-capital preservation and non-emergency projects still require Board approval prior to project start), major project advances, and project closures. The "Capital Project Managers" (CPMs) are also given an opportunity to submit quarterly highlights to showcase some of the ongoing projects around the County.

Also included is a complete report listing all projects with expenditure history the last three fiscal years.

Supplemental reports include two Transportation breakouts. Transportation projects are accounted for differently than other projects which cause them to show as one total amount on the main report. In order to provide the appropriate amount of detail, the supplemental reports break down the transportation projects in two ways; the first by fund then project showing the specific funding source and the second by project only showing the project's total expenditure since some span multiple funds.

Please do not hesitate to contact me with any questions or concerns.

Consolidated Division

CIP Report

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
3rd Quarter

Facilities

Highlights

Project	Description
Animal Services Renovation	SCOPE: HVAC renovations and upgrades to improve air quality. UPDATE: The A/E Design Contract (Bacon Group) was approved by BOCC on March 23, 2010. The Construction Contract (Mandese White Construction) was approved on June 28, 2011.
ACSO-Jail Kitchen Renovation	SCOPE: Repair and replace old and defective kitchen equipment and facilities. UPDATE: Modular kitchen approved by the Sheriff's Office. Moving forward with JOC contractor replacing freezer & cooler refrigeration.
ACSO-Jail Window/Frame Replacement	SCOPE: Replace defective and unsafe windows. UPDATE: Window replacement is currently in 4E. Adjustments to 1st set of windows underway.
ACSO- HQ & CCC Window Shutter Replacement	SCOPE: Installation/Upgrade of Hurricane Shutters. UPDATE: Minor adjustments and cosmetic repairs are being completed.
ACSO-Jail Tile Repair in Showers	SCOPE: Repair and Replace tile in the inmate showers. UPDATE: Tile work completed in 4E. Sheet vinyl has been replaced by epoxy paint.
Power Line & Light Management Control	SCOPE: The installation of a control system for lighting management and power line controls down to the plug load, this would encompass all non-essential equipment and all non-emergent lighting after hours and non operating hours. UPDATE: All long lead controls have been installed and the project is scheduled to start on July 18th.
Tag Agency 34th Street & Annex Build Roof Replace	SCOPE: Reroof of existing roofing systems due to reported leaks over the years, with spray polyurethane foam (SPF) systems. UPDATE: CH2M Hill has been contracted to provide professional consulting services during the bidding and installation process.
SWAG Renovations	SCOPE: Various renovations and upgrades to a building for use by Partnership for Strong Families. UPDATE: The County is in the process of contracting with Oelrich Construction through the JOC process for the renovations.
Civil Courthouse Fire Alarm Upgrd	SCOPE: Update and Upgrade Fire Alarm. UPDATE: Currently in testing of devices and system for certification of the system.
Civil Courthouse HVAC System Design/Replace	SCOPE: Upgrading of the HVAC system including but not limited to AHU's, air terminals, diffusers, duct, piping, electrical (as needed) for approximately 122,000 sq. ft. of existing building space. The project will be phased and the courthouse will remain operational for the duration of the project. UPDATE: Currently negotiating the contractor for the Engineer (Affiliated Engineers, Inc.) for the project. RFP's have been advertised for the construction manager and the commissioning agent.
Civil Courthouse Building Envelope Improvements	SCOPE: Exterior waterproofing of the building's envelope. Services to included pressure washing, sealing all windows, storefront, masonry units and caulking all gaps and cracks as needed. UPDATE: Pre-Bid meeting on July 14, 2011 and bid opening July 27, 2011

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
3rd Quarter

Facilities

Projects Added

Project	Description	Budget
None		

Projects Completed

Project	Description	Budget	Cost
SOE - Warehouse Roof Replacement	Supervisor of Elections Warehouse Roof Replacement Capital Projects - General	$ 156,240	$ 70,897
Jail Energy Conservation Project - Laundry Room Sub-Project	ACSO Jail Energy Conservation Project - Laundry Room Upgrade (included: Installation and direct purchase of laundry room equipment-washers/dryers; ozone generator) Capital Projects - 2009 Series Revenue Bonds	$ 292,657	$ 292,657
ACSO - Jail Server Room HVAC	ACSO Jail Server Room General Facilities - Capital Presevation Fund	$ 37,201	$ 37,201
ACSO - Jail Kitchen Remodel	ACSO Jail Kitchen Design Capital Projects - General	$ 60,478	$ 50,088
ACSO - Admin Server Room Fire	Sheriff-Admin Server Rm Fire Suppression Upgrade Capital Projects - General	$ 175,000	$ 92,075
Court Admin - Crim CH Chiller Repair	Epoxy Coating on two Chiller Heads at Criminal Courthouse State Court Facilities - Capital Preservation Fund	$ 19,495	$ 19,495
State Attor - Parking Lot Security Lighting	Security Lighting South Parking Lot @ State Attorney State Court Facilities - Capital Preservation Fund	$ 19,798	$ 19,798
Civil Courthouse Courtroom Renovations	Courtrooms 2A and 3A, planned for FY11, are completed State Court Facilities - Capital Preservation Fund	$ 73,465	$ 73,465

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
3rd Quarter

Transportation

Highlights

Project	Description
SW 91st St. and Cobblefield Roundabout Modifications	Approved awarding of Construction Contract to DAB Constructors and construction began 06/13/11.
NW 16th Ave/NW 23rd Ave Resurfacing Proj	Seeking Board Approval of 30% plans.
Resurfacing N. Main Street with Assoc Signalization Improvements	Approved awarding of Construction Contract to APAC-Southeast, Inc. and construction began 06/13/11.
Gainesville Golf and Country Club	Change order approved 6/14/11 and added for inclusion in CR 325 contract.
SW 63rd Blvd/SW 62nd Ave	HDR, Inc. working on 30% Design Plans.
SW 1st Place Multi-use Path	Approved 60 percent plans as proposed and direct staff to proceed with construction once final plans have been completed.
Mill and Resurfacing of SE CR 325 from SE CR 346 to US 301	Approved awarding of Construction Contract to V.E. Whitehurst, Inc. and construction began 03/03/11.
CR 231	Phase 1 Construction to begin in July 2011

Projects Added

Project	Description	Budget
None		

Projects Completed

Project	Description	Budget	Cost
None			

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
3rd Quarter

Technology

Highlights

Project	Description
Storage Area Network (SAN) Upgrade	The Storage Area Network (SAN) provides data storage capacity for County systems and infrastructure for business continuity in case of emergencies or natural disasters. During the last 18 months, the disk storage requirements for all applications in use by Alachua County have increased exponentially. Additional disk space in the SAN is needed to provide enough data storage to keep up with the storage demands and to offer data replication and disaster recovery between the main computer room at Wilson building and the Emergency Operations Center computer room. Phase 1 of the expansion of storage capacity for the SAN was completed without incident over the January 14th weekend.
Storage Area Network (SAN) Expansion	The ITS Tech Fund received General Fund Reserves to purchase storage capacity for Phase 2 of the County SAN equipment and expansion of the Disaster Recovery System for the County's data network. A major upgrade of hardware and software is needed to develop a consolidated data backup system to minimize system recovery time following a network failure of the enterprise and departmental applications used by County BOCC agencies. Total cost of the project will be $204,900 with ITS contributing $74,500 from the remaining funds in the ITS Technology Investment accounts, resulting in $130,400 in additional funds from reserves. This hardware, software and additional storage capacity is necessary to maintain a level of redundancy for disaster recovery as well as provide disk capacity for existing and new applications, virtual desktop and server deployments. Recent SAN system failures have placed the County's data infrastructure recovery capabilities under severe stress. The network failures exposed weaknesses in the SAN / Disaster Recovery infrastructure and the urgency to resolve this problem to prevent future incidents from occurring. Replaced batteries incorporated with the SAN backup system equipment at the Emergency Operations Center in June 2011

Projects Added

Project	Description	Budget
None		

Projects Completed

Project	Description	Budget	Cost
None			

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
3rd Quarter

Parks

Highlights

Project	Description
Kanapaha Park Community Center	SCOPE: Construction of a Community Center. UPDATE: Currently in re-design to deal with soils issues and GMP limits.
Poe Springs Retaining Wall	Construction drawings being completed for bidding

Projects Added

Project	Description	Budget
None		

Projects Completed

Project	Description	Budget	Cost
None			

Alachua County Board of County Commissioners
Capital Improvement Program Quarterly Report
Fiscal Year 2011
3rd Quarter

Alachua County Forever

Highlights

Project	Description
302-5580 San Felasco Hammock Additions	Rolling Meadows LLC, tract. Closed 4/28/2011. Approved by BoCC 3/22/2011

Projects Added

Project	Description	Budget
None		

Projects Completed

Project	Description	Budget	Cost
ACF San Felasco Hammock Additions Rolling Meadows, LLC	Rolling Meadows LLC, tract. 302-5580 Wild Spaces Public Places. Closed 4/28/2011. Approved by BoCC 3/22/2011	N/A	$ 2,331,280

Comprehensive GovMax

CIP Report

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
037 Court Related Facilities Preservation (FS 318.18)												
3199 Court Related - CP												
3110 Facilities Statute 318.18	0	0	-	0	-	605,000	-	0	0	-	0	100.0
3119 Courtroom Renovation	0	0	-	0	-	0	-	82,139	73,465	89.4	0	-
3149 Court Security Project	0	0	-	0	-	40,000	-	41,322	5,828	14.1	40,000	-
9900 Capital Projects - Unallocated	0	0	-	0	-	0	-	605,000	0	-	605,000	-
3199 Court Related - CP	0	0	-	0	-	645,000	-	**728,461**	**79,293**	**10.9**	**645,000**	-
3399 Court Administrator - CP												
3350 Court Administration - Capital	0	0	-	0	-	65,000	-	157,417	33,601	21.3	65,000	-
3450 State Attorney - Capital Preservation	0	0	-	0	-	30,000	-	124,759	19,798	15.9	30,000	-
3399 Court Administrator - CP	0	0	-	0	-	95,000	-	**282,176**	**53,399**	**18.9**	**95,000**	-
3499 State Attorney - CP												
3451 State Attorney - Window Replace &	0	0	-	0	-	0	-	14,723	14,723	100.0	0	-
3499 State Attorney - CP	0	0	-	0	-	0	-	**14,723**	**14,723**	**100.0**	**0**	-
3599 Public Defender - CP												
3550 Public Defender - Capital Preservation	0	0	-	0	-	30,000	-	104,667	2,149	2.1	30,000	-
3551 Public Defender - Window Replace &	0	0	-	0	-	0	-	17,840	17,840	100.0	0	-
3599 Public Defender - CP	0	0	-	0	-	30,000	-	**122,507**	**19,989**	**16.3**	**30,000**	-
3799 Courts & Corrections - CP												
3750 Clerk of Courts - Capital Preservation	0	0	-	0	-	30,000	-	76,521	4,476	5.8	30,000	-
3799 Courts & Corrections - CP	0	0	-	0	-	30,000	-	**76,521**	**4,476**	**5.8**	**30,000**	-
037 Court Related Facilities Preservation (FS	0	0	-	0	-	800,000	-	**1,224,388**	**171,880**	**14.0**	**800,000**	-
200 Capital Preservation												
0000 County-Wide Activities												
1306 Tax Collector Renovation	0	0	-	0	-	0	-	45,000	42,947	95.4	0	-
0000 County-Wide Activities	0	0	-	0	-	0	-	**45,000**	**42,947**	**95.4**	**0**	-
1399 Tax Collector - CP												
1305 Tax Collector Admin Bldg Renovation	0	0	-	0	-	0	-	33,159	33,159	100.0	0	-
1399 Tax Collector - CP	0	0	-	0	-	0	-	**33,159**	**33,159**	**100.0**	**0**	-
1790 County Manager - CP												
1761 Powerline & Light Management Control	0	0	-	506	-	0	100.0	118,460	118,459	100.0	0	-
1790 County Manager - CP	0	0	-	506	-	0	**100.0**	**118,460**	**118,459**	**100.0**	**0**	-
1890 Admin Services - Admin - CP												
1822 Emergency - Replace Force Main	0	0	-	21,822	-	0	100.0	0	0	-	0	-
1890 Admin Services - Admin - CP	0	0	-	21,822	-	0	**100.0**	**0**	**0**	-	**0**	-
1892 Facilities - CP												
1878 Facilities Maintenance Warehouse	0	0	-	0	-	0	-	8,258	8,258	100.0	200,000	-
1879 Re-seal & Paint State Attorn, Pub Def, &	0	0	-	0	-	0	-	0	0	-	341,120	-
1892 Facilities - CP	0	0	-	0	-	0	-	**8,258**	**8,258**	**100.0**	**541,120**	-

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200 Capital Preservation												
2990 CSS - Admin - CP												
2986 Comm Supp Serv/Health Dept Replace	0	0	-	0	-	0	-	0	0	-	45,000	-
2990 CSS - Admin - CP	0	0	-	0	-	0	-	0	0	-	45,000	-
3299 Jail - CP												
3211 ACSO Jail Server Room HVAC	0	0	-	0	-	0	-	37,201	37,201	100.0	0	-
3265 ACSO - Jail Loading Dock Lift	0	0	-	56,094	-	0	100.0	0	0	-	0	-
3266 Jail IPS Generator Switchboard Repair	0	0	-	0	-	0	-	28,682	28,682	100.0	0	-
3267 Jail Showers Tile Repair	0	0	-	0	-	0	-	100,000	99,661	99.7	0	-
3299 Jail - CP	0	0	-	56,094	-	0	100.0	165,883	165,544	99.8	0	-
6598 Comprehensive Planning - CP												
6508 Emergency Annex Bldg Envelope	0	0	-	30,059	-	0	100.0	0	0	-	0	-
6598 Comprehensive Planning - CP	0	0	-	30,059	-	0	100.0	0	0	-	0	-
7197 Law Enforcement - CP												
7156 ASO - Emergency HQ HVAC Duct	0	0	-	38,594	-	0	100.0	0	0	-	0	-
7197 Law Enforcement - CP	0	0	-	38,594	-	0	100.0	0	0	-	0	-
7198 Sheriff Communications - CP												
7158 ACSO HQ and CCC Window Shutter	0	0	-	251	-	0	100.0	146,583	146,582	100.0	0	-
7198 Sheriff Communications - CP	0	0	-	251	-	0	100.0	146,583	146,582	100.0	0	-
9900 Capital Projects												
9900 Capital Projects - Unallocated	0	0	-	0	-	250,000	-	80,262	0	-	42,760	-82.9
9900 Capital Projects	0	0	-	0	-	250,000	-	80,262	0	-	42,760	-82.9
200 Capital Preservation	0	0	-	147,325	-	250,000	69.7	597,605	514,950	86.2	628,880	151.6
210 Utility Savings Reinvestment Program												
9900 Capital Projects												
9900 Capital Projects - Unallocated	0	0	-	0	-	78,000	-	104,615	0	-	78,000	-
9900 Capital Projects	0	0	-	0	-	78,000	-	104,615	0	-	78,000	-
210 Utility Savings Reinvestment Program	0	0	-	0	-	78,000	-	104,615	0	-	78,000	-
300 Capital Projects-General												
0000 County-Wide Activities												
0000 Non-Departmental	781,984	1,278,112	63.4	1,628,112	27.4	1,278,112	-21.5	1,979,661	1,368,077	69.1	1,276,088	-0.2
0000 County-Wide Activities	781,984	1,278,112	63.4	1,628,112	27.4	1,278,112	-21.5	1,979,661	1,368,077	69.1	1,276,088	-0.2
1299 Supervisor of Elections - CP												
1203 SOE Modular Building	0	0	-	125,753	-	0	100.0	0	0	-	0	-
1204 SOE Warehouse Roof Replace	0	0	-	0	-	156,240	-	21,404	21,403	100.0	0	100.0
1299 Supervisor of Elections - CP	0	0	-	125,753	-	156,240	24.2	21,404	21,403	100.0	0	100.0
1399 Tax Collector - CP												
1301 Tag Agency 34th St Roof Repla Int & Ext	0	0	-	0	-	84,630	-	84,630	0	-	0	100.0

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300 Capital Projects-General												
1399 Tax Collector - CP	0	0	-	0	-	84,630	-	84,630	0	-	0	100.0
1698 Information Services - CP												
1604 ITS Carpet Repl & Paint	2,577	0	100.0	0	-	0	-	0	0	-	0	-
1605 ITS 2nd Floor Remodel	2,437	0	100.0	0	-	0	-	0	0	-	0	-
1698 Information Services - CP	5,015	0	100.0	0	-	0	-	0	0	-	0	-
1812 Facilities Management												
1816 Utilities	17,339	1,268	-92.7	0	100.0	0	-	0	0	-	0	-
1812 Facilities Management	17,339	1,268	-92.7	0	100.0	0	-	0	0	-	0	-
1890 Admin Services - Admin - CP												
1819 Emergency Upgrade UPS E-911 (In	0	33,667	-	0	100.0	0	-	0	0	-	0	-
1874 Emergency Admin Bldg Water Intrusion	5,917	0	100.0	0	-	0	-	0	0	-	0	-
1876 Parking Lot Seal & Stripe Group B	0	4,951	-	0	100.0	0	-	0	0	-	0	-
1877 Admin Bldg - Cooling Tower	0	141,685	-	1,521	-98.9	0	100.0	650	650	100.0	0	-
1890 Admin Services - Admin - CP	5,917	180,303	2,947.2	1,521	-99.2	0	100.0	650	650	100.0	0	-
1892 Facilities - CP												
1818 Administrative Services - Annual Roof	0	32,550	-	0	100.0	0	-	0	0	-	0	-
1859 Admin Building Fire Alarm	3,057	12,980	324.6	0	100.0	0	-	0	0	-	0	-
1865 Downtown Master Space Needs	17,425	0	100.0	0	-	0	-	0	0	-	0	-
1866 ADM BLDG-HVAC Renovation	11,724	415,742	3,446.1	84,925	-79.6	0	100.0	30,398	30,397	100.0	0	-
1867 BLDG CONTROLS UPGRD-PH 1	78,246	75,956	-2.9	0	100.0	0	-	0	0	-	0	-
1868 Farmers Market - Metal Roof	16,280	0	100.0	0	-	0	-	0	0	-	0	-
1869 Farmers Market - Building Additions	7,636	267,353	3,401.1	0	100.0	0	-	0	0	-	0	-
1871 ADM BLDG - SOE Renovations	6,802	0	100.0	0	-	0	-	0	0	-	0	-
1872 City Buildings - Restrm Renov-I	0	144,859	-	11,295	-92.2	0	100.0	0	0	-	0	-
1873 Administrative Services - Auto Building	7,400	135,019	1,724.6	30,118	-77.7	0	100.0	10,614	10,613	100.0	0	-
1892 Facilities - CP	148,569	1,084,460	629.9	126,338	-88.4	0	100.0	41,012	41,010	100.0	0	-
2599 Animal Services - CP												
2502 Door Replacement	6,609	0	100.0	0	-	0	-	0	0	-	0	-
2505 Parking/Incinerator Improvement	3,816	0	100.0	0	-	0	-	0	0	-	0	-
2506 Space Needs Study	5,376	0	100.0	0	-	0	-	0	0	-	0	-
2507 Animal Services Fire Alarm Upgrade	22,113	5,378	-75.7	0	100.0	0	-	0	0	-	0	-
2508 Public Works Generators	85,573	0	100.0	0	-	0	-	0	0	-	0	-
2599 Animal Services - CP	123,487	5,378	-95.6	0	100.0	0	-	0	0	-	0	-
2990 CSS - Admin - CP												
2982 CSS - Parking Lot Expansion	2,737	0	100.0	72,502	-	0	100.0	0	0	-	0	-
2983 CSS - Fans/ Motors/Pumps FY07	6,400	0	100.0	0	-	0	-	0	0	-	0	-
2984 Emergency Lightning Protection on the	0	59,938	-	0	100.0	0	-	0	0	-	0	-
2990 CSS - Admin - CP	9,137	59,938	556.0	72,502	21.0	0	100.0	0	0	-	0	-
2991 Ag Extension - CP												
2921 CSS - AG Center & CCC Carport	21,603	0	100.0	0	-	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
300 Capital Projects-General												
2991 Ag Extension - CP												
2981 Agriculture Center Fire Alarm Upgrade	14,742	99	-99.3	0	100.0	0	-	0	0	-	0	-
2991 Ag Extension - CP	36,345	99	-99.7	0	100.0	0	-	0	0	-	0	-
3199 Court Related - CP												
3117 Civil Courthouse HVAC Renovation	0	0	-	0	-	0	-	0	0	-	650,000	-
3199 Court Related - CP	0	0	-	0	-	0	-	0	0	-	650,000	-
3299 Jail - CP												
3201 HVAC Renovation & Repl	97,669	12,946	-86.7	0	100.0	0	-	0	0	-	0	-
3203 Sheriff-Jail Security Doors Design &	436	66,703	15,183.8	0	100.0	0	-	0	0	-	0	-
3204 Sheriff-Jail Security Camera	0	279	-	755,371	271,031.0	0	100.0	0	0	-	0	-
3205 Sheriff-Jail Overhead Sally Port Doors	36,411	0	100.0	0	-	0	-	0	0	-	0	-
3206 Sheriff-Jail Muffin Grinders	0	86,529	-	90,408	4.5	0	100.0	0	0	-	0	-
3207 Emergency Jail Infrastructure	103,562	30,121	-70.9	0	100.0	0	-	0	0	-	0	-
3208 ACSO - Jail Kitchen Design & Remodel	0	0	-	49,974	-	0	100.0	115	114	99.5	0	-
3209 ACSO - Jail Kitchen Renovation Phase I	0	0	-	102,577	-	0	100.0	236,946	236,946	100.0	0	-
3212 ACSO Jail Kitchen Renovation Phase II	0	0	-	0	-	400,000	-	400,000	270,420	67.6	0	100.0
3250 Jail Dayroom Modification	123,956	1,095	-99.1	0	100.0	0	-	0	0	-	0	-
3251 Jail Sleep/day Rooms	8,628	0	100.0	0	-	0	-	0	0	-	0	-
3254 ACSO Jail Hot Water Heater	51,110	0	100.0	0	-	0	-	0	0	-	0	-
3261 Jail Window Replacement	0	0	-	34,455	-	0	100.0	1,797,321	555,910	30.9	0	-
3262 Jail Lobby Security Enhancement	0	21,569	-	0	100.0	0	-	0	0	-	0	-
3263 Jail Exterion Paint & Seal	0	13,036	-	0	100.0	0	-	0	0	-	0	-
3299 Jail - CP	421,773	232,278	-44.9	1,032,785	344.6	400,000	-61.3	2,434,382	1,063,391	43.7	0	100.0
3399 Court Administrator - CP												
3335 Civil Crthse- Door & Hard	345	0	100.0	0	-	0	-	0	0	-	0	-
3399 Court Administrator - CP	345	0	100.0	0	-	0	-	0	0	-	0	-
3691 Drug Court - CP												
3652 Wilson Bldg Carpt & Paint	2,826	0	100.0	0	-	0	-	0	0	-	0	-
3655 Aids and Assistance	196,500	0	100.0	0	-	0	-	0	0	-	0	-
3691 Drug Court - CP	199,326	0	100.0	0	-	0	-	0	0	-	0	-
3692 Metamorphosis - CP												
3610 Metamorphosis	19,864	0	100.0	0	-	0	-	0	0	-	0	-
3692 Metamorphosis - CP	19,864	0	100.0	0	-	0	-	0	0	-	0	-
3695 Day Reporting - CP												
3602 Emergency - Wilson Bldg Window &	0	0	-	21,266	-	0	100.0	108,267	0	-	0	-
3695 Day Reporting - CP	0	0	-	21,266	-	0	100.0	108,267	0	-	0	-
5493 Public Safety Admin - CP												
5401 Emergency Fire Rescue Headquarters	0	68,369	-	0	100.0	0	-	0	0	-	0	-
5452 EMS NW 6th Street Station Design	7,917	6,093	-23.0	0	100.0	0	-	0	0	-	0	-
5454 Station #25 Grove Park Land Purchase	123,175	39,545	-67.9	0	100.0	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
300 Capital Projects-General												
5493 Public Safety Admin - CP												
5481 Fire Rescue Master Plan	148	81,674	55,253.4	0	100.0	0	-	0	0	-	0	-
5482 FRS #16 & 19-paint & Flr	46,904	0	100.0	0	-	0	-	0	0	-	0	-
5483 FRS Hdqtr-Portable Water Sys	29,490	0	100.0	0	-	0	-	0	0	-	0	-
5486 Fire Station 16 Truck Bay Repair	23,550	0	100.0	0	-	0	-	0	0	-	0	-
5487 FRS Jonesville Station	148,732	280,302	88.5	0	100.0	0	-	0	0	-	0	-
5488 EMS Disaster Storage Fairground/Main	77,375	12,800	-83.5	0	100.0	0	-	0	0	-	0	-
5489 ALS Rescue #1 Downtown	0	17,860	-	0	100.0	0	-	0	0	-	0	-
5491 Fire HQ Generator Replacement	0	29,505	-	0	100.0	0	-	0	0	-	0	-
5492 Fire Roll-Up Doors Repair Group B	0	13,195	-	0	100.0	0	-	0	0	-	0	-
5493 Public Safety Admin - CP	457,291	549,343	20.1	0	100.0	0	-	**0**	**0**	-	**0**	-
5498 Rescue Medical Services - CP												
5453 Emergency Station #12 Air Quality	17,384	50,788	192.2	0	100.0	0	-	0	0	-	0	-
5498 Rescue Medical Services - CP	17,384	50,788	192.2	0	100.0	0	-	**0**	**0**	-	**0**	-
5593 Environmental - Admin - CP												
5502 Energy & Water Conservation Project	0	35,686	-	0	100.0	0	-	20,825	20,825	100.0	0	-
5593 Environmental - Admin - CP	0	35,686	-	0	100.0	0	-	**20,825**	**20,825**	**100.0**	**0**	-
6598 Comprehensive Planning - CP												
6502 Annex Elevator Modernization	102,760	0	100.0	0	-	0	-	0	0	-	0	-
6504 Annex Building Upgrade Fire Alarm	4,440	0	100.0	0	-	0	-	0	0	-	0	-
6505 Annex Heatpump Replacement	480	49,429	10,188.1	0	100.0	0	-	0	0	-	0	-
6507 Emergency Annex Bldg Re-Roof	0	0	-	0	-	0	-	39,500	3,500	8.9	0	-
6598 Comprehensive Planning - CP	107,681	49,429	-54.1	0	100.0	0	-	**39,500**	**3,500**	**8.9**	**0**	-
7197 Law Enforcement - CP												
7102 Sheriff - ASO HAVAC & Duct Works	69,746	0	100.0	0	-	0	-	0	0	-	0	-
7104 Sheriff - Jail Parking Lot Re-Surface	8,214	0	100.0	0	-	0	-	0	0	-	0	-
7106 Sheriff - CCC/ASO External Paint	160	0	100.0	0	-	0	-	0	0	-	0	-
7107 Sheriff - ASO Headquarters External	658	0	100.0	0	-	0	-	0	0	-	0	-
7108 Sheriff - ASO Fleet Maintenance Facility	18,125	0	100.0	0	-	0	-	0	0	-	0	-
7109 Sheriff - Emergency ACSO Fleet Design	0	44,751	-	84,923	89.8	0	100.0	0	0	-	0	-
7151 Sheriff - ASO Headquarters HVAC	154,880	54,428	-64.9	112,671	107.0	0	100.0	0	0	-	0	-
7153 Sheriff - Purpura Land Purchase	0	180,279	-	0	100.0	0	-	0	0	-	0	-
7154 Headquarter Bldg Foam Re-Roof	0	791	-	215,368	27,118.3	0	100.0	6,672	6,671	100.0	0	-
7197 Law Enforcement - CP	251,782	280,249	11.3	412,962	47.4	0	**100.0**	**6,672**	**6,671**	**100.0**	**0**	-
7198 Sheriff Communications - CP												
7152 Sheriff - Emergency Upgrade UPS CCC	0	53,827	-	35,623	-33.8	0	100.0	0	0	-	0	-
7157 Sheriff Admin Server Rm Fire Supp	0	0	-	15,575	-	0	100.0	76,500	76,500	100.0	0	-
7198 Sheriff Communications - CP	0	53,827	-	51,198	-4.9	0	**100.0**	**76,500**	**76,500**	**100.0**	**0**	-
7699 Waste Management - CP												
7622 Emergency Roof Repair at Public Works	28,500	0	100.0	0	-	0	-	0	0	-	0	-

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300 Capital Projects-General												
7699 Waste Management - CP	28,500	0	100.0	0	-	0	-	0	0	-	0	-
9900 Capital Projects												
9900 Capital Projects - Unallocated	0	0	-	0	-	0	-	198,415	0	-	276,998	-
9900 Capital Projects	0	0	-	0	-	0	-	198,415	0	-	276,998	-
300 Capital Projects-General	2,631,739	3,861,157	46.7	3,472,437	-10.1	1,918,982	-44.7	5,011,918	2,602,027	51.9	2,203,086	14.8
301 Capital Projects-Public Works												
0000 County-Wide Activities												
4101 Recreation Master Plan	0	0	-	4,200	-	0	100.0	0	0	-	0	-
7912 Road & Bridge / Modular Building	0	0	-	53,595	-	0	100.0	0	0	-	0	-
0000 County-Wide Activities	0	0	-	57,795	-	0	100.0	0	0	-	0	-
4199 Parks and Recreation - CP												
4101 Recreation Master Plan	15,245	0	100.0	0	-	0	-	0	0	-	0	-
4199 Parks and Recreation - CP	15,245	0	100.0	0	-	0	-	0	0	-	0	-
7999 Transportation - CP												
7912 Road & Bridge / Modular Building	9,172	237,069	2,484.8	0	100.0	0	-	0	0	-	0	-
7999 Transportation - CP	9,172	237,069	2,484.8	0	100.0	0	-	0	0	-	0	-
301 Capital Projects-Public Works	24,416	237,069	871.0	57,795	-75.6	0	100.0	0	0	-	0	-
302 WSPP - Environmentally Sensitive Land												
5599 Land Conservation - CP												
5560 Land Conservation	0	7,000	-	6,426,979	91,714.0	0	100.0	1,559,857	25,529	1.6	0	-
5561 Mill Creek	0	0	-	1,190	-	0	100.0	0	0	-	0	-
5562 Lochloosa Connector	0	10,806	-	25,257	133.7	0	100.0	779,279	751,277	96.4	0	-
5563 Watermelon Pond	0	1,771	-	13,385	655.7	0	100.0	0	5,500	-	0	-
5564 Barr Hammock	0	20,560	-	26,765	30.2	0	100.0	375,456	365,674	97.4	0	-
5569 Austin Cary	0	155,008	-	70	-100.0	0	100.0	0	0	-	0	-
5570 Kanapaha Prairie	0	1,302	-	150	-88.5	0	100.0	0	0	-	0	-
5571 Santa Fe River	0	10,420	-	32,662	213.5	0	100.0	0	18,553	-	0	-
5574 Lake Santa Fe	0	7,918	-	0	100.0	0	-	0	5,505	-	0	-
5576 Lake Forest Creek	0	16,308	-	20,232	24.1	0	100.0	0	9,381	-	0	-
5577 Lochloosa Creek Flatwoods	0	9,618	-	3,139	-67.4	0	100.0	0	0	-	0	-
5579 Paynes Prairie Additions	0	513,044	-	3,984	-99.2	0	100.0	0	0	-	0	-
5580 San Felasco Additions	0	42,264	-	32,466	-23.2	0	100.0	2,793,342	2,347,033	84.0	0	-
5582 Gainesville Archipelago	0	0	-	18,094	-	0	100.0	0	0	-	0	-
5599 Land Conservation - CP	0	796,020	-	6,604,374	729.7	0	100.0	5,507,934	3,528,453	64.1	0	-
302 WSPP - Environmentally Sensitive Land	0	796,020	-	6,604,374	729.7	0	100.0	5,507,934	3,528,453	64.1	0	-
303 WSPP - Parks & Recreation												
4199 Parks and Recreation - CP												

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303 WSPP - Parks & Recreation												
4199 Parks and Recreation - CP												
4100 Recreation	0	492	-	0	100.0	0	-	0	0	-	0	-
4122 Kanapaha Park Community Center	0	0	-	0	-	0	-	1,103,280	261,483	23.7	0	-
4124 Senior Center Contribution per WSPP	0	0	-	0	-	0	-	1,500,000	0	-	0	-
4199 Parks and Recreation - CP	0	492	-	0	100.0	0	-	**2,603,280**	**261,483**	**10.0**	**0**	-
303 WSPP - Parks & Recreation	0	492	-	0	100.0	0	-	**2,603,280**	**261,483**	**10.0**	**0**	-
304 Prairie Bluff Special Assessment												
7999 Transportation - CP												
7917 Praire Bluff Paving Assessment	0	0	-	0	-	0	-	71,525	18	-	0	-
7918 Gainesville CC Paving Assessment	0	0	-	0	-	0	-	426,160	2,542	0.6	0	-
7999 Transportation - CP	0	0	-	0	-	0	-	**497,685**	**2,560**	**0.5**	**0**	-
304 Prairie Bluff Special Assessment	0	0	-	0	-	0	-	**497,685**	**2,560**	**0.5**	**0**	-
305 ACF 2010 Bond Capital Projects Fund												
5599 Land Conservation - CP												
5560 Land Conservation	0	0	-	0	-	0	-	558,250	0	-	0	-
5599 Land Conservation - CP	0	0	-	0	-	0	-	**558,250**	**0**	-	**0**	-
305 ACF 2010 Bond Capital Projects Fund	0	0	-	0	-	0	-	**558,250**	**0**	-	**0**	-
318 Parks and Recreation Capital												
0000 County-Wide Activities												
0000 Non-Departmental	847,150	346,020	-59.2	346,020	-	881,250	154.7	881,250	881,250	100.0	0	100.0
9000 35th Street Park	0	50,000	-	0	100.0	0	-	0	0	-	0	-
0000 County-Wide Activities	847,150	396,020	-53.3	346,020	-12.6	881,250	**154.7**	**881,250**	**881,250**	**100.0**	**0**	**100.0**
2990 CSS - Admin - CP												
2985 Southwest Community Resource	0	0	-	0	-	0	-	225,000	122,676	54.5	0	-
2990 CSS - Admin - CP	0	0	-	0	-	0	-	**225,000**	**122,676**	**54.5**	**0**	-
4199 Parks and Recreation - CP												
4100 Recreation	0	63,417	-	0	100.0	0	-	0	0	-	0	-
4103 SE 35th Street Park Improvements	0	6,393	-	0	100.0	0	-	0	0	-	0	-
4107 Recreation / Monteocha Park Restroom	112,597	94,858	-15.8	0	100.0	0	-	0	0	-	0	-
4108 Recreation / Copeland Park Restroom	102,013	50,226	-50.8	0	100.0	0	-	0	0	-	0	-
4115 Parks & Rec - Kanapha Park Restroom	6,375	17,259	170.7	0	100.0	0	-	0	0	-	0	-
4116 Parks & Rec - Poe Springs	0	95,009	-	77,294	-18.6	0	100.0	54,697	13,293	24.3	0	-
4117 Parks & Rec - Owens/Illinois	0	125,378	-	65,492	-47.8	0	100.0	111,381	0	-	0	-
4118 Parks & Rec - MK Rowlings Playground	0	111,778	-	0	100.0	0	-	0	0	-	0	-
4122 Kanapaha Park Community Center	0	0	-	203	-	0	100.0	296,228	0	-	0	-
4128 Lake Alto Park - RR, Dock, Picnic	0	0	-	0	-	0	-	0	0	-	220,000	-
4129 Jonesville Park - B-Ball Ct, Disc Golf	0	0	-	0	-	0	-	0	0	-	278,396	-

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318 Parks and Recreation Capital												
4199 Parks and Recreation - CP												
9000 35th Street Park	0	0	-	0	-	0	-	278,396	0	-	0	-
9900 Capital Projects - Unallocated	0	0	-	0	-	0	-	0	0	-	13,604	-
4199 Parks and Recreation - CP	220,984	564,317	155.4	142,989	-74.7	0	100.0	740,702	13,293	1.8	512,000	-
318 Parks and Recreation Capital	1,068,134	960,337	-10.1	489,009	-49.1	881,250	80.2	1,846,952	1,017,219	55.1	512,000	-41.9
319 Campus Development Agreement												
7999 Transportation - CP												
7910 TIP	48,066	134,627	180.1	176,273	30.9	0	100.0	1,960,629	1,030,452	52.6	0	-
7999 Transportation - CP	48,066	134,627	180.1	176,273	30.9	0	100.0	1,960,629	1,030,452	52.6	0	-
319 Campus Development Agreement	48,066	134,627	180.1	176,273	30.9	0	100.0	1,960,629	1,030,452	52.6	0	-
321 Court Space Need-Courtroom Court House												
3199 Court Related - CP												
3111 Court Facility Court Space Needs	26,416	0	100.0	0	-	0	-	0	0	-	0	-
3199 Court Related - CP	26,416	0	100.0	0	-	0	-	0	0	-	0	-
321 Court Space Need-Courtroom Court	26,416	0	100.0	0	-	0	-	0	0	-	0	-
326 Legacy Lands Program												
5599 Land Conservation - CP												
5521 Natural Resources Protect	0	0	-	0	-	0	-	0	0	-	3,000	-
5560 Land Conservation	0	0	-	0	-	0	-	3,153,972	0	-	0	-
5562 Lochloosa Connector	3,431,262	1,436	-100.0	0	100.0	0	-	0	0	-	0	-
5563 Watermelon Pond	39,144	221,563	466.0	0	100.0	0	-	0	0	-	0	-
5564 Barr Hammock	103,647	115,793	11.7	0	100.0	0	-	0	0	-	0	-
5569 Austin Cary	428,705	25,142	-94.1	0	100.0	0	-	0	0	-	0	-
5570 Kanapaha Prairie	718,032	3,376	-99.5	0	100.0	0	-	0	0	-	0	-
5571 Santa Fe River	1,167,940	22,082	-98.1	0	100.0	0	-	0	0	-	0	-
5574 Lake Santa Fe	197,076	11,008	-94.4	0	100.0	0	-	48,019	520	1.1	0	-
5576 Lake Forest Creek	0	3,842	-	0	100.0	0	-	0	0	-	0	-
5577 Lochloosa Creek Flatwoods	11,032	1,244	-88.7	0	100.0	0	-	0	0	-	0	-
5579 Paynes Prairie Additions	3,010	3,697	22.8	0	100.0	0	-	0	0	-	0	-
5580 San Felasco Additions	0	10,143	-	0	100.0	0	-	0	0	-	0	-
5599 Land Conservation - CP	6,099,847	419,326	-93.1	0	100.0	0	-	3,201,991	520	-	3,000	-
326 Legacy Lands Program	6,099,847	419,326	-93.1	0	100.0	0	-	3,201,991	520	-	3,000	-
327 Technology Plan												
0000 County-Wide Activities												
1603 Tech Plan	400,000	0	100.0	0	-	0	-	0	0	-	0	-
0000 County-Wide Activities	400,000	0	100.0	0	-	0	-	0	0	-	0	-

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327 Technology Plan												
1698 Information Services - CP												
1603 Tech Plan	306,137	34,685	-88.7	0	100.0	0	-	0	0	-	0	-
1606 Court Technology	0	24,000	-	0	100.0	0	-	0	0	-	0	-
1608 Intrusion Prevention System	37,556	0	100.0	0	-	0	-	0	0	-	0	-
1609 Network/Internet Monitor	16,914	0	100.0	0	-	0	-	0	0	-	0	-
1610 Migration-Microsoft Exchange Server	0	1,680	-	0	100.0	0	-	0	0	-	0	-
1611 Cty-Wide Enterprise Projects	0	20,686	-	32,000	54.7	0	100.0	0	0	-	0	-
1612 Stellant Document Management - EDP	5,276	0	100.0	0	-	0	-	0	0	-	0	-
1616 Countywide VOC Projects	0	0	-	7,528	-	0	100.0	0	0	-	0	-
1622 Server Virus & Malware Maintenance	0	26,572	-	89,686	237.5	0	100.0	0	0	-	0	-
1630 SAN Upgrade for all County	0	0	-	82,426	-	200,000	142.6	354,932	291,354	82.1	0	100.0
1631 Internet Connectivity Upgrade	0	0	-	29,697	-	0	100.0	0	0	-	0	-
1632 Collab & Dev Port Svcs	0	0	-	67,360	-	0	100.0	0	0	-	0	-
1633 Barracuda Spyware Software	0	0	-	20,745	-	0	100.0	0	0	-	0	-
1634 Electronic Document Management	0	0	-	0	-	0	-	0	0	-	200,000	-
1698 Information Services - CP	365,882	107,623	-70.6	329,442	206.1	200,000	-39.3	354,932	291,354	82.1	200,000	-
1893 Human Resources - CP												
1802 HTE Module - HR	41,029	0	100.0	0	-	0	-	0	0	-	0	-
1893 Human Resources - CP	41,029	0	100.0	0	-	0	-	0	0	-	0	-
3697 Court Services - Community Services - CP												
3601 Sharepoint Extl Connector	19,975	3,246	-83.8	0	100.0	0	-	0	0	-	0	-
3697 Court Services - Community Services -	19,975	3,246	-83.8	0	100.0	0	-	0	0	-	0	-
5493 Public Safety Admin - CP												
5436 Fire Data Collection/GIS	0	0	-	25,500	-	0	100.0	1,000	1,000	100.0	0	-
5493 Public Safety Admin - CP	0	0	-	25,500	-	0	100.0	1,000	1,000	100.0	0	-
5593 Environmental - Admin - CP												
5501 EPD Mobile GIS/GPS System	0	19,200	-	4,000	-79.2	0	100.0	0	0	-	0	-
5593 Environmental - Admin - CP	0	19,200	-	4,000	-79.2	0	100.0	0	0	-	0	-
6598 Comprehensive Planning - CP												
6506 Growth Mgmt CD Plus Upgrade	0	5,000	-	0	100.0	0	-	2,500	2,500	100.0	0	-
6598 Comprehensive Planning - CP	0	5,000	-	0	100.0	0	-	2,500	2,500	100.0	0	-
6899 Development Review - CP												
6801 Public Works SANS Deployment	0	72,054	-	0	100.0	0	-	0	0	-	0	-
6899 Development Review - CP	0	72,054	-	0	100.0	0	-	0	0	-	0	-
327 Technology Plan	826,885	207,123	-75.0	358,942	73.3	200,000	-44.3	358,432	294,854	82.3	200,000	-
328 West End Special Assesmnt												
0000 County-Wide Activities												
9100 Road Construction	0	0	-	92,265	-	0	100.0	0	0	-	0	-
0000 County-Wide Activities	0	0	-	92,265	-	0	100.0	0	0	-	0	-

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328 West End Special Assesmnt												
7999 Transportation - CP												
9100 Road Construction	186	193	3.9	194	0.4	0	100.0	25,739	155	0.6	0	-
7999 Transportation - CP	186	193	3.9	194	0.4	0	100.0	25,739	155	0.6	0	-
328 West End Special Assesmnt	186	193	3.9	92,459	47,776.4	0	100.0	25,739	155	0.6	0	-
329 FDOT County Incentive Grant												
7999 Transportation - CP												
9100 Road Construction	306,720	1,719	-99.4	0	100.0	0	-	0	0	-	0	-
9110 24th/62nd Fdot Cty Incent	13,472	52,071	286.5	1,240	-97.6	0	100.0	41,699	11,241	27.0	0	-
7999 Transportation - CP	320,192	53,790	-83.2	1,240	-97.7	0	100.0	41,699	11,241	27.0	0	-
329 FDOT County Incentive Grant	320,192	53,790	-83.2	1,240	-97.7	0	100.0	41,699	11,241	27.0	0	-
330 Special Assessment NE 132 Avenue												
7999 Transportation - CP												
9100 Road Construction	506	499	-1.4	517	3.6	0	100.0	277,104	456	0.2	0	-
7999 Transportation - CP	506	499	-1.4	517	3.6	0	100.0	277,104	456	0.2	0	-
330 Special Assessment NE 132 Avenue	506	499	-1.4	517	3.6	0	100.0	277,104	456	0.2	0	-
331 ACForever G.O. Bond Capital												
5599 Land Conservation - CP												
5562 Lochloosa Connector	232,511	0	100.0	0	-	0	-	0	0	-	0	-
5563 Watermelon Pond	2,474	0	100.0	0	-	0	-	0	0	-	0	-
5564 Barr Hammock	9,620	0	100.0	0	-	0	-	0	0	-	0	-
5570 Kanapaha Prairie	150	0	100.0	0	-	0	-	0	0	-	0	-
5571 Santa Fe River	87,574	0	100.0	0	-	0	-	0	0	-	0	-
5574 Lake Santa Fe	16,978	0	100.0	0	-	0	-	0	0	-	0	-
5577 Lochloosa Creek Flatwoods	2,474	0	100.0	0	-	0	-	0	0	-	0	-
5579 Paynes Prairie Additions	1,979	0	100.0	0	-	0	-	0	0	-	0	-
5599 Land Conservation - CP	353,761	0	100.0	0	-	0	-	0	0	-	0	-
331 ACForever G.O. Bond Capital	353,761	0	100.0	0	-	0	-	0	0	-	0	-
332 Combined Communication Center Capital Projects												
7190 Sheriff - Other												
7150 Sheriff - Sheriff Communication (CCC)	1,024,726	545,312	-46.8	0	100.0	0	-	104,331	40,034	38.4	0	-
7190 Sheriff - Other	1,024,726	545,312	-46.8	0	100.0	0	-	104,331	40,034	38.4	0	-
332 Combined Communication Center Capital	1,024,726	545,312	-46.8	0	100.0	0	-	104,331	40,034	38.4	0	-
333 Scott Phifer House												
6899 Development Review - CP												
7922 Waits House	6,392	0	100.0	0	-	0	-	0	0	-	0	-

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333 Scott Phifer House												
6899 Development Review - CP	6,392	0	100.0	0	-	0	-	0	0	-	0	-
333 Scott Phifer House	6,392	0	100.0	0	-	0	-	0	0	-	0	-
334 Facilities Statute 318.18												
3199 Court Related - CP												
3110 Facilities Statute 318.18	26,491	7,677	-71.0	48,926	537.3	0	100.0	978,755	0	-	0	-
3112 Civil Courthouse Upgrade Fire Alarm	25,310	0	100.0	0	-	0	-	0	0	-	0	-
3113 Maint Street Legal Upgrade Fire Alarm	59	0	100.0	0	-	0	-	0	0	-	0	-
3116 State Attorney Interior Paint	509	0	100.0	0	-	0	-	0	0	-	0	-
3117 Civil Courthouse HVAC Renovation	10,395	0	100.0	255	-	0	100.0	1,087,441	255	-	0	-
3118 Civil Courthouse Roof Replacement	20,822	169,894	716.0	0	100.0	0	-	0	0	-	0	-
3119 Courtroom Renovation	70,957	73,736	3.9	92,887	26.0	0	100.0	0	923	-	0	-
3121 Renovation Loading Docks/Steps	20,397	1,088	-94.7	0	100.0	0	-	0	0	-	0	-
3122 Drilling for Tech-CJC	2,027	4,906	142.0	0	100.0	0	-	0	0	-	0	-
3127 Eliminate Ductwork Noise-CJC	3,027	0	100.0	0	-	0	-	0	0	-	0	-
3132 Renovate Front/Rear Entrance	13,294	0	100.0	0	-	0	-	0	0	-	0	-
3133 Expand Traffic Bureau-Criminal	0	0	-	23,056	-	0	100.0	0	0	-	0	-
3134 Upgrade Civil Restrooms	0	0	-	50,000	-	0	100.0	0	0	-	0	-
3146 General Court Related Needs	8,500	6,918	-18.6	31,338	353.0	0	100.0	0	0	-	0	-
3147 Chief Judge Public Area	44,224	84,977	92.2	53,694	-36.8	0	100.0	0	0	-	0	-
3148 Clerk Repair and Maintenance	3,535	60,735	1,618.3	84,586	39.3	0	100.0	0	0	-	0	-
3149 Court Security Project	18,587	9,587	-48.4	47,465	395.1	0	100.0	0	0	-	0	-
3151 Public Defender Repair and	0	26,743	-	0	100.0	0	-	0	0	-	0	-
3152 State Attorney Repair and Maintenance	23	25,487	111,685.8	1,481	-94.2	0	100.0	0	0	-	0	-
3153 Civil Courthouse Clerk Carpet	1,245	0	100.0	0	-	0	-	0	0	-	0	-
3154 ADA Compliance Project	0	0	-	0	-	0	-	80,000	0	-	0	-
9900 Capital Projects - Unallocated	0	0	-	0	-	50,000	-	50,000	0	-	50,000	-
3199 Court Related - CP	269,403	471,748	75.1	433,687	-8.1	50,000	-88.5	2,196,196	1,178	0.1	50,000	-
3399 Court Administrator - CP												
3332 Court Support Svc Buildng	986,630	232,741	-76.4	0	100.0	0	-	30,173	0	-	0	-
3339 Crim Ct Hs Stormwater Sys	0	0	-	0	-	0	-	49,995	0	-	0	-
3340 Fire Alarm and Spraw Systen Upgrade	0	282	-	0	100.0	0	-	399,718	247,214	61.8	0	-
3341 Security System Camera Upgrade and	0	0	-	114,579	-	0	100.0	0	0	-	0	-
3399 Court Administrator - CP	986,630	233,024	-76.4	114,579	-50.8	0	100.0	479,886	247,214	51.5	0	-
334 Facilities Statute 318.18	1,256,033	704,772	-43.9	548,266	-22.2	50,000	-90.9	2,676,082	248,392	9.3	50,000	-
335 Cox Cable Capital Grants												
0475 Cox Cable												
0475 Cable Franchise Agreement	0	70,680	-	0	100.0	0	-	0	0	-	0	-
0475 Cox Cable	0	70,680	-	0	100.0	0	-	0	0	-	0	-
335 Cox Cable Capital Grants	0	70,680	-	0	100.0	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
336 Impact Fees-NW Transp District												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	14,303	32,520	127.4	29,874	-8.1	44,877	50.2	44,877	23,602	52.6	43,851	-2.3
6598 Comprehensive Planning - CP	14,303	32,520	127.4	29,874	-8.1	44,877	50.2	44,877	23,602	52.6	43,851	-2.3
7999 Transportation - CP												
7910 TIP	149,872	0	100.0	0	-	241,810	-	3,740,328	0	-	611,149	152.7
7999 Transportation - CP	149,872	0	100.0	0	-	241,810	-	3,740,328	0	-	611,149	152.7
336 Impact Fees-NW Transp District	164,175	32,520	-80.2	29,874	-8.1	286,687	859.7	3,785,205	23,602	0.6	655,000	128.5
337 Impact Fees-SW Transp District												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	24,314	55,262	127.3	50,777	-8.1	64,092	26.2	64,092	40,107	62.6	62,347	-2.7
6598 Comprehensive Planning - CP	24,314	55,262	127.3	50,777	-8.1	64,092	26.2	64,092	40,107	62.6	62,347	-2.7
7999 Transportation - CP												
7910 TIP	3,710	18,289	393.0	10,617	-41.9	519,033	4,788.6	4,663,209	69,391	1.5	1,242,653	139.4
7999 Transportation - CP	3,710	18,289	393.0	10,617	-41.9	519,033	4,788.6	4,663,209	69,391	1.5	1,242,653	139.4
337 Impact Fees-SW Transp District	28,024	73,551	162.5	61,394	-16.5	583,125	849.8	4,727,301	109,499	2.3	1,305,000	123.8
338 Impact Fees-East Transp District												
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	1,430	3,192	123.2	2,969	-7.0	11,887	300.4	11,887	2,312	19.5	11,784	-0.9
6598 Comprehensive Planning - CP	1,430	3,192	123.2	2,969	-7.0	11,887	300.4	11,887	2,312	19.5	11,784	-0.9
7999 Transportation - CP												
7910 TIP	163	0	100.0	0	-	56,475	-	1,117,046	0	-	143,216	153.6
7999 Transportation - CP	163	0	100.0	0	-	56,475	-	1,117,046	0	-	143,216	153.6
338 Impact Fees-East Transp District	1,594	3,192	100.3	2,969	-7.0	68,362	2,202.8	1,128,933	2,312	0.2	155,000	126.7
339 Park/Recreation Impact Fee												
4199 Parks and Recreation - CP												
4100 Recreation	134	0	100.0	0	-	203,950	-	764,317	0	-	0	100.0
4114 Recreation / Jonesville Park - Soccer	0	0	-	210,000	-	0	100.0	0	0	-	0	-
4131 Lake Kanapaha Resourse Based Park	0	0	-	0	-	0	-	0	0	-	95,825	-
4199 Parks and Recreation - CP	134	0	100.0	210,000	-	203,950	-2.9	764,317	0	-	95,825	-53.0
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	4,290	8,675	102.2	8,610	-0.8	12,916	50.0	12,916	6,212	48.1	12,608	-2.4
6598 Comprehensive Planning - CP	4,290	8,675	102.2	8,610	-0.8	12,916	50.0	12,916	6,212	48.1	12,608	-2.4
339 Park/Recreation Impact Fee	4,425	8,675	96.1	218,610	2,419.9	216,866	-0.8	777,233	6,212	0.8	108,433	-50.0
340 Fire Facility Impact Fee												
5499 Fire Protection Services - CP												

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
340 Fire Facility Impact Fee												
5499 Fire Protection Services - CP												
5480 Fire Protection Services	3,441	49	-98.6	0	100.0	37,397	-	37,397	0	-	213,074	469.8
5487 FRS Jonesville Station	0	381,124	-	0	100.0	0	-	0	0	-	0	-
5499 Fire Protection Services - CP	3,441	381,173	10,977.4	0	100.0	37,397	-	**37,397**	**0**	-	**213,074**	**469.8**
6598 Comprehensive Planning - CP												
6500 Comprehensive Planning	0	6,697	-	6,696	-	11,738	75.3	11,738	4,831	41.2	11,499	-2.0
6598 Comprehensive Planning - CP	0	6,697	-	6,696	-	11,738	**75.3**	**11,738**	**4,831**	**41.2**	**11,499**	**-2.0**
340 Fire Facility Impact Fee	3,441	387,870	11,172.0	6,696	-98.3	49,135	**633.8**	**49,135**	**4,831**	**9.8**	**224,573**	**357.1**
341 Transportation Trust Fund												
0000 County-Wide Activities												
7910 TIP	0	516,583	-	0	100.0	0	-	0	0	-	0	-
0000 County-Wide Activities	0	516,583	-	0	100.0	0	-	**0**	**0**	-	**0**	-
7999 Transportation - CP												
7910 TIP	5,775,940	1,556,490	-73.1	213,518	-86.3	130,994	-38.6	959,726	285,445	29.7	129,553	-1.1
7999 Transportation - CP	5,775,940	1,556,490	-73.1	213,518	-86.3	130,994	**-38.6**	**959,726**	**285,445**	**29.7**	**129,553**	**-1.1**
341 Transportation Trust Fund	5,775,940	2,073,073	-64.1	213,518	-89.7	130,994	**-38.6**	**959,726**	**285,445**	**29.7**	**129,553**	**-1.1**
342 Economic Development Capital Fund												
0000 County-Wide Activities												
4501 Economic Development	0	40,000	-	20,000	-50.0	40,000	100.0	40,000	40,000	100.0	40,000	-
0000 County-Wide Activities	0	40,000	-	20,000	-50.0	40,000	**100.0**	**40,000**	**40,000**	**100.0**	**40,000**	-
4598 Economic Development - CP												
4501 Economic Development	187,646	142,037	-24.3	101,712	-28.4	0	100.0	945,450	27,325	2.9	0	-
4502 Fairgrounds Park Initiative	0	0	-	0	-	187,500	-	187,500	0	-	187,500	-
4503 Industrial Park Development	0	0	-	0	-	180,000	-	180,000	0	-	180,000	-
4598 Economic Development - CP	187,646	142,037	-24.3	101,712	-28.4	367,500	**261.3**	**1,312,950**	**27,325**	**2.1**	**367,500**	-
342 Economic Development Capital Fund	187,646	182,037	-3.0	121,712	-33.1	407,500	**234.8**	**1,352,950**	**67,325**	**5.0**	**407,500**	-
344 Alachua County Forever GO Bond, 2nd Issue												
0000 County-Wide Activities												
5580 San Felasco Additions	0	0	-	0	-	0	-	0	12,866	-	0	-
0000 County-Wide Activities	0	0	-	0	-	0	-	**0**	**12,866**	-	**0**	-
5599 Land Conservation - CP												
5571 Santa Fe River	229,137	0	100.0	0	-	0	-	0	0	-	0	-
5582 Gainesville Archipelago	33,599	0	100.0	0	-	0	-	0	0	-	0	-
5583 ACF Acquisitions	0	1,083,640	-	0	100.0	0	-	12,599	0	-	0	-
5599 Land Conservation - CP	262,736	1,083,640	312.4	0	100.0	0	-	**12,599**	**0**	-	**0**	-
344 Alachua County Forever GO Bond, 2nd	262,736	1,083,640	312.4	0	100.0	0	-	**12,599**	**12,866**	**102.1**	**0**	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
345 2006 Gas Tax Revenue Bond Capital												
7999 Transportation - CP												
7910 TIP	6,401,179	2,750,705	-57.0	0	100.0	0	-	0	0	-	0	-
7999 Transportation - CP	6,401,179	2,750,705	-57.0	0	100.0	0	-	0	0	-	0	-
345 2006 Gas Tax Revenue Bond Capital	6,401,179	2,750,705	-57.0	0	100.0	0	-	0	0	-	0	-
346 FRDAP FY06 35th Street Park												
4199 Parks and Recreation - CP												
4103 SE 35th Street Park Improvements	34,702	343,621	890.2	0	100.0	0	-	0	0	-	0	-
4111 Recreation / SE 35th St. Community	0	124,647	-	119,560	-4.1	0	100.0	5,793	0	-	0	-
4199 Parks and Recreation - CP	34,702	468,268	1,249.4	119,560	-74.5	0	100.0	5,793	0	-	0	-
346 FRDAP FY06 35th Street Park	34,702	468,268	1,249.4	119,560	-74.5	0	100.0	5,793	0	-	0	-
347 Jonesville Park Rotary Donation												
4199 Parks and Recreation - CP												
4105 Recreation / Jonesville Park	150	0	100.0	676,857	-	0	100.0	97,992	4,901	5.0	0	-
4199 Parks and Recreation - CP	150	0	100.0	676,857	-	0	100.0	97,992	4,901	5.0	0	-
347 Jonesville Park Rotary Donation	150	0	100.0	676,857	-	0	100.0	97,992	4,901	5.0	0	-
348 2007 Public Improvement Revenue Bond												
2599 Animal Services - CP												
2513 Animal Services Renovation	0	0	-	61,812	-	0	100.0	938,188	36,714	3.9	0	-
2599 Animal Services - CP	0	0	-	61,812	-	0	100.0	938,188	36,714	3.9	0	-
3299 Jail - CP												
3259 Sherrif-Jail Dormitory and Barracks	3,367,888	1,498,023	-55.5	56,599	-96.2	0	100.0	0	0	-	0	-
3260 Sheriff-Jail FPL Water Conservation	911,006	0	100.0	0	-	0	-	0	0	-	0	-
3299 Jail - CP	4,278,894	1,498,023	-65.0	56,599	-96.2	0	100.0	0	0	-	0	-
4199 Parks and Recreation - CP												
4109 Recreation / Jonesville Recreation &	189,384	1,549,797	718.3	1,876,263	21.1	0	100.0	86,195	5,768	6.7	0	-
4111 Recreation / SE 35th St. Community	17,036	529,957	3,010.9	50,376	-90.5	0	100.0	115,637	0	-	0	-
4112 Recreation / San Felasco Park - Nature	44,018	64,052	45.5	33,464	-47.8	0	100.0	0	0	-	0	-
4113 Recreation / Kanapaha Park	149,858	0	100.0	0	-	0	-	0	0	-	0	-
4199 Parks and Recreation - CP	400,295	2,143,806	435.6	1,960,103	-8.6	0	100.0	201,832	5,768	2.9	0	-
5499 Fire Protection Services - CP												
5487 FRS Jonesville Station	1,455,890	1,443,161	-0.9	1,750	-99.9	0	100.0	0	0	-	0	-
5489 ALS Rescue #1 Downtown	1,185,111	479,989	-59.5	1,750	-99.6	0	100.0	0	0	-	0	-
5499 Fire Protection Services - CP	2,641,001	1,923,150	-27.2	3,500	-99.8	0	100.0	0	0	-	0	-
7999 Transportation - CP												
7910 TIP	160,247	225,079	40.5	2,534,401	1,026.0	0	100.0	1,742,914	353,695	20.3	0	-
7999 Transportation - CP	160,247	225,079	40.5	2,534,401	1,026.0	0	100.0	1,742,914	353,695	20.3	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
348 2007 Public Improvement Revenue Bond												
9900 Capital Projects												
9900 Capital Projects - Unallocated	0	0	-	0	-	0	-	413,414	0	-	0	-
9900 Capital Projects	0	0	-	0	-	0	-	**413,414**	**0**	-	**0**	-
348 2007 Public Improvement Revenue Bond	7,480,437	5,790,058	-22.6	4,616,415	-20.3	0	**100.0**	**3,296,348**	**396,177**	**12.0**	**0**	-
349 FY07 SAFETEA - LU Grant												
7999 Transportation - CP												
7910 TIP	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	4,979,510	82.8	0	-
7999 Transportation - CP	791,402	799,734	1.1	236,788	-70.4	0	**100.0**	**6,010,741**	**4,979,510**	**82.8**	**0**	-
349 FY07 SAFETEA - LU Grant	791,402	799,734	1.1	236,788	-70.4	0	**100.0**	**6,010,741**	**4,979,510**	**82.8**	**0**	-
350 Local Option Fuel Tax - 1 to 5 Cents												
7999 Transportation - CP												
7914 Road & Bridge - Transportation Capital	0	22,292	-	170,823	666.3	273,683	60.2	273,683	127,831	46.7	0	100.0
7915 Road & Bridge - Transportation Capital	115,560	862,527	646.4	1,297,428	50.4	217,494	-83.2	775,405	376,231	48.5	0	100.0
7916 Road & Bridge - Transportation Capital	0	245,105	-	124,790	-49.1	6,500,000	5,108.7	5,883,167	382,281	6.5	0	100.0
7999 Transportation - CP	115,560	1,129,924	877.8	1,593,042	41.0	6,991,177	**338.9**	**6,932,255**	**886,344**	**12.8**	**0**	**100.0**
350 Local Option Fuel Tax - 1 to 5 Cents	115,560	1,129,924	877.8	1,593,042	41.0	6,991,177	**338.9**	**6,932,255**	**886,344**	**12.8**	**0**	**100.0**
351 Gas Tax Revenue Bond FY08												
7999 Transportation - CP												
7910 TIP	0	2,196,709	-	4,258,366	93.9	0	100.0	12,835,617	7,260,330	56.6	0	-
7999 Transportation - CP	0	2,196,709	-	4,258,366	93.9	0	**100.0**	**12,835,617**	**7,260,330**	**56.6**	**0**	-
351 Gas Tax Revenue Bond FY08	0	2,196,709	-	4,258,366	93.9	0	**100.0**	**12,835,617**	**7,260,330**	**56.6**	**0**	-
352 Jail Energy Conservation Project - Phase II												
0000 County-Wide Activities												
3264 Jail HVAC Energy Conservation - Phase	0	199,456	-	309,103	55.0	292,350	-5.4	292,350	292,350	100.0	0	100.0
0000 County-Wide Activities	0	199,456	-	309,103	55.0	292,350	**-5.4**	**292,350**	**292,350**	**100.0**	**0**	**100.0**
3299 Jail - CP												
3264 Jail HVAC Energy Conservation - Phase	0	149,138	-	195,153	30.9	0	100.0	6,753,530	835,036	12.4	0	-
3299 Jail - CP	0	149,138	-	195,153	30.9	0	**100.0**	**6,753,530**	**835,036**	**12.4**	**0**	-
352 Jail Energy Conservation Project - Phase	0	348,594	-	504,256	44.7	292,350	**-42.0**	**7,045,880**	**1,127,386**	**16.0**	**0**	**100.0**
353 1-5 Cent Lcl Opt Gas Tax Bond, Series 2011 - Capital												
7999 Transportation - CP												
7910 TIP	0	0	-	0	-	0	-	9,460,000	0	-	0	-
7999 Transportation - CP	0	0	-	0	-	0	-	**9,460,000**	**0**	-	**0**	-
353 1-5 Cent Lcl Opt Gas Tax Bond, Series	0	0	-	0	-	0	-	**9,460,000**	**0**	-	**0**	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
401 Hazardous Waste Management												
5597 Hazardous Waste Collection - CP												
5504 Hazardous Waste Building Expansion	0	0	-	0	-	150,000	-	150,000	92,067	61.4	0	100.0
5597 Hazardous Waste Collection - CP	0	0	-	0	-	150,000	-	**150,000**	**92,067**	**61.4**	**0**	**100.0**
401 Hazardous Waste Management	0	0	-	0	-	150,000	-	**150,000**	**92,067**	**61.4**	**0**	**100.0**
Report Total	34,938,710	25,319,949	-27.5	24,608,694	-2.8	13,354,428	**-45.7**	**85,226,342**	**24,983,482**	**29.3**	**7,460,025**	**-44.1**

Transportation Projects

By Project

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
99 Capital Projects												
12-00 Regular Salaries & Wages	92,422	102,959	11.4	141,856	37.8	158,300	11.6	158,300	89,786	56.7	158,300	-
13-00 Other Salaries & Wages	10,339	14,316	38.5	4,930	-65.6	0	100.0	0	60	-	0	-
14-00 Overtime	3,881	7,340	89.1	3,471	-52.7	0	100.0	0	0	-	0	-
21-00 Fica Taxes	7,611	8,788	15.5	10,626	20.9	12,108	13.9	12,108	6,576	54.3	12,108	-
22-00 Retirement Contributions	9,456	11,799	24.8	14,954	26.7	17,050	14.0	17,050	9,636	56.5	8,434	-50.5
22-10 FRS Contingency	0	0	-	0	-	0	-	0	0	-	4,749	-
23-10 Health Insurance	15,515	18,626	20.0	21,390	14.8	23,505	9.9	23,505	9,902	42.1	17,449	-25.8
23-15 Dental Insurance	483	438	-9.1	580	32.2	583	0.6	583	277	47.5	378	-35.2
23-20 Life Insurance	99	134	35.1	212	58.9	304	43.1	304	115	37.7	197	-35.2
23-25 Life Insurance - $10,000	39	39	-0.2	56	43.4	0	100.0	0	31	-	22	-
23-30 Health Insurance - Wellness Reserve	359	137	-61.8	-326	-337.7	0	100.0	0	0	-	0	-
23-35 OPEB Contributions	0	605	-	0	100.0	0	-	0	0	-	0	-
31-00 Professional Services	0	0	-	0	-	0	-	9,600	0	-	0	-
31-80 Prop Appr/tax Coll Fees	692	692	-	711	2.7	0	100.0	9,954	671	6.7	0	-
31-93 Other Professional Services	3,000	6,500	116.7	0	100.0	0	-	0	6,500	-	0	-
34-99 Other Contractual Srvcs	0	0	-	1,691,357	-	0	100.0	0	0	-	0	-
40-11 In County	0	0	-	325	-	0	100.0	0	0	-	0	-
40-12 Out Of County	0	736	-	1,166	58.5	0	100.0	0	1,539	-	0	-
41-62 Postage	18	0	100.0	0	-	0	-	0	0	-	0	-
44-20 Tangible Personal Property	0	300	-	0	100.0	0	-	0	0	-	0	-
46-21 Refurbishment/renovations	525	0	100.0	0	-	0	-	0	0	-	0	-
46-50 Road Maintenance & Repair	0	323,699	-	42,680	-86.8	0	100.0	0	0	-	0	-
47-10 Printing	0	0	-	181	-	0	100.0	0	0	-	0	-
48-30 Public Purpose Activities	0	53	-	0	100.0	0	-	0	0	-	0	-
49-00 Other Curr Chgs & Oblig	0	0	-	0	-	40,000	-	40,000	0	-	38,185	-4.5
49-04 Legal Advertising	959	1,757	83.3	1,447	-17.6	0	100.0	0	0	-	0	-
49-20 Registration Fees	0	350	-	744	112.6	0	100.0	0	0	-	0	-
49-99 Other Current Chgs & Oblig	250	0	100.0	0	-	0	-	0	0	-	0	-
51-10 Office Supplies	0	109	-	134	23.5	0	100.0	0	0	-	0	-
51-20 Equipment < $100/unit	0	65	-	0	100.0	0	-	0	0	-	0	-
51-21 Equip<$750/unit>$100/unit	0	5,573	-	0	100.0	0	-	0	0	-	0	-
51-22 Office Materials & Supplies	222	15,680	6,967.7	0	100.0	0	-	0	0	-	0	-
52-02 Tools/equip >$100<$1000	800	8,890	1,011.2	0	100.0	0	-	0	0	-	0	-
52-37 Software License	0	250	-	0	100.0	0	-	0	0	-	0	-
52-99 Other Operating Supplies	0	1,315	-	5,000	280.2	0	100.0	0	0	-	0	-
54-10 Books	0	359	-	113	-68.6	0	100.0	0	0	-	0	-
54-40 Memberships	0	227	-	234	3.3	0	100.0	0	246	-	0	-
61-10 Land	11,636	34,569	197.1	185	-99.5	0	100.0	0	0	-	0	-
61-20 Land-Professional Service	0	17,337	-	51,500	197.1	0	100.0	0	0	-	0	-
61-50 Right-of-Way Land	13,809	49,405	257.8	38,875	-21.3	0	100.0	0	4,000	-	0	-
62-00 Buildings	0	0	-	0	-	0	-	413,414	0	-	0	-
62-10 Buildings	6,777,044	3,313,427	-51.1	101,974	-96.9	0	100.0	0	5,768	-	0	-
62-20 Buildings-Professional Services	247,357	357,945	44.7	65,312	-81.8	0	100.0	36,188	36,714	101.5	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
99 Capital Projects												
63-00 Improve Other Than Bldgs	0	0	-	0	-	1,091,001	-	37,508,729	218,702	0.6	2,004,731	83.8
63-02 Infrastructure - SE 15th St. Path	0	2,500	-	9,299	271.9	0	100.0	0	57,939	-	0	-
63-05 Infrastructure - NW 98th St. Path	0	3,973	-	2,115	-46.8	0	100.0	0	69,792	-	0	-
63-09 Old Bellamy Rd GRIP SG383	0	0	-	0	-	0	-	102,271	0	-	0	-
63-10 Infrastructure - Sweetwater Preserve	0	460	-	1,053	129.1	0	100.0	0	0	-	0	-
63-11 Infrastructure/SW8th Ave frm SW 122nd	1,289,217	994,330	-22.9	0	100.0	0	-	0	0	-	0	-
63-13 Infrastructure / 62nd Blvd	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	4,979,510	82.8	0	-
63-16 SW63B/SW41STERM-GRIP S565	0	0	-	0	-	0	-	12,396	0	-	0	-
63-20 Infrastructure / Tower Road & SW 61st	48,066	131,627	173.8	85,898	-34.7	0	100.0	530,115	1,026,452	193.6	0	-
63-24 NW 227th Dr - GRIP	0	0	-	208,985	-	0	100.0	0	52,576	-	0	-
63-25 Infrastructure / SW 8th Ave Recreation	89,253	64,510	-27.7	63,259	-1.9	0	100.0	38,192	38,191	100.0	0	-
63-26 Infrastructure - SW 20th (4 Lane Bridge	0	242	-	49,082	20,220.5	0	100.0	226,800	226,800	100.0	0	-
63-27 Infrastructure - Traffice Managment	0	0	-	541,622	-	0	100.0	0	0	-	0	-
63-28 Improvements	538	88,513	16,361.5	212,510	140.1	0	100.0	275,060	315,504	114.7	0	-
63-29 Infrastructure / SW 20th Ave & SW 34th	1,195,701	33	-100.0	0	100.0	0	-	0	0	-	0	-
63-30 Infrastructure / NE 182nd Ave Recon	1,496,053	0	100.0	0	-	0	-	0	0	-	0	-
63-32 Infrastructure / NW CR 236	64,345	81,424	26.5	28,934	-64.5	0	100.0	0	0	-	0	-
63-33 Infrastructure / NW CR 241 FM SR 235	19,928	3,029,812	15,103.8	2,860,634	-5.6	0	100.0	0	0	-	0	-
63-34 Infrastructure / SW 91st St & SR 26	87,690	143,510	63.7	52,890	-63.1	0	100.0	26,809	1,431,074	5,338.0	0	-
63-35 Infrastructure / SW 122nd St & SR 24	18,946	8,648	-54.4	1,234,093	14,170.0	0	100.0	198,944	75,795	38.1	0	-
63-36 Infrastructure / N. Main St & N 8th Ave -	50,942	35,212	-30.9	32,478	-7.8	0	100.0	15,796	1,198,837	7,589.5	0	-
63-37 Infrastructure / Pine Hills Estates	280,313	0	100.0	0	-	0	-	0	0	-	0	-
63-38 Infrastructure / Ft. Clarke Forest	187,831	0	100.0	0	-	0	-	0	0	-	0	-
63-39 SW 175th Ave - GRIP	0	0	-	171	-	0	100.0	0	125,234	-	0	-
63-40 Infrastructure / SW 8th Ave & SW 91st	472	1,663	252.1	4,664	180.5	0	100.0	0	0	-	0	-
63-41 Infrastructure / SW 61st St & SW 24th	63	16,166	25,736.7	5,953	-63.2	0	100.0	69,392	69,391	100.0	0	-
63-43 Infrastructure / SE CR 2082-GRIP	100	144,694	144,594.4	0	100.0	0	-	0	0	-	0	-
63-44 Infrastructure / NW 142nd Ave	1,346	355,377	26,302.5	20,820	-94.1	115,223	453.4	16,250	16,250	100.0	0	100.0
63-45 Infrastructure / SW 63 Blvd-GRIP	100	64,217	64,116.9	0	100.0	102,271	-	0	0	-	0	100.0
63-46 Infrastructure / NW 39th Ave & NW 143rd	147,999	0	100.0	0	-	0	-	0	0	-	0	-
63-47 Infrastructure / NW 93rd Ave-GRIP	111,709	7,446	-93.3	0	100.0	0	-	0	0	-	0	-
63-48 Infrastructure / SE 26th St-GRIP	100	177,041	176,941.3	0	100.0	0	-	0	0	-	0	-
63-49 Infrastructure / SW 85th Ave-GRIP	0	12	-	168,081	364,191.2	0	100.0	0	8,620	-	0	-
63-50 Infrastructure / SE 64th Ln	0	12	-	162,785	320,134.4	0	100.0	0	3,600	-	0	-
63-51 Infrastructure / SW 122nd St-GRIP	0	71,144	-	50,381	-29.2	0	100.0	0	0	-	0	-
63-52 Infrastructure / NW 39th Ave & NW 110th	753,697	387,753	-48.6	0	100.0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 51st St & NW 23rd	683,131	369,744	-45.9	0	100.0	0	-	8,396	8,396	100.0	0	-
63-54 Infrastructure / SR & CR 1474	1,613,081	934,581	-42.1	0	100.0	0	-	0	0	-	0	-
63-57 Infrastructure / SW 15th Ave-GRIP	0	4,151	-	298,031	7,079.9	0	100.0	0	0	-	0	-
63-58 Infrastructure / SW 143rd St-GRIP	0	38,255	-	132,860	247.3	0	100.0	0	0	-	0	-
63-59 Infrastructure / SW 95th Ave-GRIP	0	177	-	221,293	124,924.0	0	100.0	0	0	-	0	-
63-60 Infrastructure / W University Ave	6,172	16,208	162.6	155,166	857.3	0	100.0	0	0	-	0	-
63-61 Infrastructure / SE CR 325 & SE 346	13,274	38,121	187.2	78,271	105.3	0	100.0	14,188	4,327,526	30,501.3	0	-

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99 Capital Projects												
63-62 Infrastructure / NW 16th Ave	0	245,105	-	80,792	-67.0	6,500,000	7,945.4	5,802,432	114,968	2.0	0	100.0
63-63 SW 63rd Blvd / 62nd Ave	0	0	-	1,721	-	0	100.0	0	200,656	-	0	-
63-64 CR352	0	0	-	117	-	0	100.0	0	0	-	0	-
63-66 CR 231	0	0	-	42,161	-	0	100.0	80,735	66,657	82.6	0	-
63-67 SW121A - GRIP SEG 316	0	0	-	0	-	0	-	73,255	52,191	71.2	0	-
63-68 NW142A/H41 - 214S - GRIP S362	0	0	-	0	-	0	-	115,223	0	-	0	-
63-69 NW170St - GRIP - SEG 510	0	0	-	0	-	0	-	81,010	0	-	0	-
63-73 NW 75th St - GRIP	0	0	-	34,022	-	0	100.0	0	117,552	-	0	-
63-74 Infrastructure / SE 175A - GRIP SEG 513	0	0	-	0	-	0	-	0	208	-	0	-
63-76 Infrastructure / Arredondo Estate Sub	533	0	100.0	0	-	0	-	0	0	-	0	-
63-84 SW 1st Pl - Multi Use Path	0	0	-	3,191	-	0	100.0	0	100	-	0	-
63-89 SW 24th Ave/SW 62nd Blvd	4,677,271	4,386	-99.9	1,240	-71.7	0	100.0	11,242	11,241	100.0	0	-
63-97 Improve Other Than Build	76,055	7,000	-90.8	14,321	104.6	0	100.0	0	0	-	0	-
63-98 Improv Other Than Bldgs	163,090	1,789,923	997.5	1,895,221	5.9	0	100.0	0	2,500	-	0	-
63-99 Infrastructure / Other Infrastructure	0	1,675	-	0	100.0	0	-	0	0	-	0	-
64-20 Heavy Equipment	0	143,668	-	0	100.0	0	-	0	0	-	0	-
64-30 Furniture & Equipment	62,330	14,529	-76.7	0	100.0	0	-	0	0	-	0	-
91-12 Interfund Transfer to Gas Tax Fund 149	0	516,583	-	92,265	-82.1	0	100.0	0	0	-	0	-
99 Capital Projects	21,127,261	15,038,577	-28.8	11,282,855	-25.0	8,060,345	-28.6	51,938,982	14,988,084	28.9	2,244,553	-72.2
Report Total	21,127,261	15,038,577	-28.8	11,282,855	-25.0	8,060,345	-28.6	51,938,982	14,988,084	28.9	2,244,553	-72.2

Transportation Projects

By Fund

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
304 Prairie Bluff Special Assessment												
31-80 Prop Appr/tax Coll Fees	0	0	-	0	-	0	-	9,954	60	0.6	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	487,731	0	-	0	-
63-98 Improv Other Than Bldgs	0	0	-	0	-	0	-	0	2,500	-	0	-
304 Prairie Bluff Special Assessment	0	0	-	0	-	0	-	**497,685**	**2,560**	**0.5**	**0**	-
319 Campus Development Agreement												
61-20 Land-Professional Service	0	3,000	-	51,500	1,616.7	0	100.0	0	0	-	0	-
61-50 Right-of-Way Land	0	0	-	38,875	-	0	100.0	0	4,000	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	1,430,514	0	-	0	-
63-20 Infrastructure / Tower Road & SW 61st	48,066	131,627	173.8	85,898	-34.7	0	100.0	530,115	1,026,452	193.6	0	-
319 Campus Development Agreement	48,066	134,627	180.1	176,273	30.9	0	**100.0**	**1,960,629**	**1,030,452**	**52.6**	**0**	-
328 West End Special Assesmnt												
31-00 Professional Services	0	0	-	0	-	0	-	3,500	0	-	0	-
31-80 Prop Appr/tax Coll Fees	186	193	3.9	194	0.4	0	100.0	0	155	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	22,239	0	-	0	-
91-12 Interfund Transfer to Gas Tax Fund 149	0	0	-	92,265	-	0	100.0	0	0	-	0	-
328 West End Special Assesmnt	186	193	3.9	92,459	47,776.4	0	**100.0**	**25,739**	**155**	**0.6**	**0**	-
329 FDOT County Incentive Grant												
61-50 Right-of-Way Land	13,809	49,405	257.8	0	100.0	0	-	0	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	30,457	0	-	0	-
63-89 SW 24th Ave/SW 62nd Blvd	306,383	4,386	-98.6	1,240	-71.7	0	100.0	11,242	11,241	100.0	0	-
329 FDOT County Incentive Grant	320,192	53,790	-83.2	1,240	-97.7	0	**100.0**	**41,699**	**11,241**	**27.0**	**0**	-
330 Special Assessment NE 132 Avenue												
31-00 Professional Services	0	0	-	0	-	0	-	6,100	0	-	0	-
31-80 Prop Appr/tax Coll Fees	506	499	-1.4	517	3.6	0	100.0	0	456	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	271,004	0	-	0	-
330 Special Assessment NE 132 Avenue	506	499	-1.4	517	3.6	0	**100.0**	**277,104**	**456**	**0.2**	**0**	-
336 Impact Fees-NW Transp District												
12-00 Regular Salaries & Wages	10,967	21,907	99.8	21,684	-1.0	21,600	-0.4	21,600	15,564	72.1	21,600	-
21-00 Fica Taxes	780	1,542	97.6	1,496	-3.0	1,652	10.4	1,652	1,111	67.2	1,652	-
22-00 Retirement Contributions	1,080	2,136	97.7	2,192	2.7	2,326	6.1	2,326	1,664	71.6	1,151	-50.5
22-10 FRS Contingency	0	0	-	0	-	0	-	0	0	-	648	-
23-10 Health Insurance	1,427	2,921	104.7	2,963	1.4	3,205	8.2	3,205	2,216	69.2	3,354	4.6
23-15 Dental Insurance	34	61	82.3	61	-	62	0.9	62	42	68.3	62	-
23-20 Life Insurance	12	25	99.2	26	5.0	32	22.9	32	18	56.0	32	-
23-25 Life Insurance - $10,000	3	6	98.7	7	3.3	0	100.0	0	4	-	0	-
23-30 Health Insurance - Wellness Reserve	0	49	-	-116	-337.3	0	100.0	0	0	-	0	-
23-35 OPEB Contributions	0	64	-	0	100.0	0	-	0	0	-	0	-
31-93 Other Professional Services	1,080	2,340	116.7	0	100.0	0	-	0	2,340	-	0	-

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336 Impact Fees-NW Transp District												
40-11 In County	0	0	-	117	-	0	100.0	0	0	-	0	-
40-12 Out Of County	0	265	-	419	58.2	0	100.0	0	554	-	0	-
44-20 Tangible Personal Property	0	108	-	0	100.0	0	-	0	0	-	0	-
47-10 Printing	0	0	-	65	-	0	100.0	0	0	-	0	-
49-00 Other Curr Chgs & Oblig	0	0	-	0	-	16,000	-	16,000	0	-	15,352	-4.1
49-04 Legal Advertising	345	633	83.3	521	-17.6	0	100.0	0	0	-	0	-
49-20 Registration Fees	0	126	-	267	111.9	0	100.0	0	0	-	0	-
51-10 Office Supplies	0	39	-	48	22.5	0	100.0	0	0	-	0	-
52-37 Software License	0	90	-	0	100.0	0	-	0	0	-	0	-
54-10 Books	0	128	-	40	-68.6	0	100.0	0	0	-	0	-
54-40 Memberships	0	81	-	84	3.3	0	100.0	0	88	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	241,810	-	3,740,328	0	-	611,149	152.7
63-46 Infrastructure / NW 39th Ave & NW 143rd	147,999	0	100.0	0	-	0	-	0	0	-	0	-
64-30 Furniture & Equipment	447	0	100.0	0	-	0	-	0	0	-	0	-
336 Impact Fees-NW Transp District	164,175	32,520	-80.2	29,874	-8.1	286,687	859.7	3,785,205	23,602	0.6	655,000	128.5
337 Impact Fees-SW Transp District												
12-00 Regular Salaries & Wages	18,643	37,240	99.8	36,861	-1.0	36,720	-0.4	36,720	26,458	72.1	36,720	-
21-00 Fica Taxes	1,326	2,621	97.6	2,543	-3.0	2,809	10.5	2,809	1,888	67.2	2,809	-
22-00 Retirement Contributions	1,836	3,631	97.7	3,727	2.6	3,955	6.1	3,955	2,829	71.5	1,956	-50.5
22-10 FRS Contingency	0	0	-	0	-	0	-	0	0	-	1,102	-
23-10 Health Insurance	2,425	4,965	104.7	5,037	1.4	5,448	8.2	5,448	3,768	69.2	5,702	4.7
23-15 Dental Insurance	57	105	82.6	105	-	105	0.4	105	72	68.6	105	-
23-20 Life Insurance	21	42	99.2	44	5.5	55	24.0	55	31	55.5	55	-
23-25 Life Insurance - $10,000	5	10	99.2	11	5.9	0	100.0	0	8	-	0	-
23-30 Health Insurance - Wellness Reserve	0	83	-	-198	-338.2	0	100.0	0	0	-	0	-
23-35 OPEB Contributions	0	109	-	0	100.0	0	-	0	0	-	0	-
31-93 Other Professional Services	1,830	3,965	116.7	0	100.0	0	-	0	3,965	-	0	-
40-11 In County	0	0	-	198	-	0	100.0	0	0	-	0	-
40-12 Out Of County	0	449	-	710	58.3	0	100.0	0	939	-	0	-
44-20 Tangible Personal Property	0	183	-	0	100.0	0	-	0	0	-	0	-
47-10 Printing	0	0	-	110	-	0	100.0	0	0	-	0	-
49-00 Other Curr Chgs & Oblig	0	0	-	0	-	15,000	-	15,000	0	-	13,898	-7.3
49-04 Legal Advertising	585	1,072	83.3	883	-17.6	0	100.0	0	0	-	0	-
49-20 Registration Fees	0	214	-	453	112.2	0	100.0	0	0	-	0	-
51-10 Office Supplies	0	66	-	82	23.0	0	100.0	0	0	-	0	-
52-37 Software License	0	153	-	0	100.0	0	-	0	0	-	0	-
54-10 Books	0	218	-	68	-68.6	0	100.0	0	0	-	0	-
54-40 Memberships	0	138	-	142	3.3	0	100.0	0	149	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	519,033	-	4,593,817	0	-	1,242,653	139.4
63-10 Infrastructure - Sweetwater Preserve	0	460	-	0	100.0	0	-	0	0	-	0	-
63-40 Infrastructure / SW 8th Ave & SW 91st	472	1,663	252.1	4,664	180.5	0	100.0	0	0	-	0	-
63-41 Infrastructure / SW 61st St & SW 24th	63	16,166	25,736.7	5,953	-63.2	0	100.0	69,392	69,391	100.0	0	-

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337 Impact Fees-SW Transp District												
64-30 Furniture & Equipment	760	0	100.0	0	-	0	-	0	0	-	0	-
337 Impact Fees-SW Transp District	28,024	73,551	162.5	61,394	-16.5	583,125	849.8	4,727,301	109,499	2.3	1,305,000	123.8
338 Impact Fees-East Transp District												
12-00 Regular Salaries & Wages	1,097	2,191	99.8	2,169	-1.0	2,160	-0.4	2,160	1,557	72.1	2,160	-
21-00 Fica Taxes	78	154	97.8	150	-3.1	165	10.3	165	111	67.3	165	-
22-00 Retirement Contributions	108	213	97.7	219	2.7	233	6.3	233	166	71.4	115	-50.6
22-10 FRS Contingency	0	0	-	0	-	0	-	0	0	-	65	-
23-10 Health Insurance	143	292	104.8	296	1.4	320	8.0	320	222	69.3	335	4.7
23-15 Dental Insurance	3	6	87.2	6	-0.2	6	-4.2	6	4	72.0	6	-
23-20 Life Insurance	1	2	100.0	3	8.6	3	13.2	3	2	61.0	3	-
23-25 Life Insurance - $10,000	0	1	94.6	1	-	0	100.0	0	1	-	0	-
23-30 Health Insurance - Wellness Reserve	0	5	-	-12	-332.6	0	100.0	0	0	-	0	-
23-35 OPEB Contributions	0	6	-	0	100.0	0	-	0	0	-	0	-
31-93 Other Professional Services	90	195	116.7	0	100.0	0	-	0	195	-	0	-
40-11 In County	0	0	-	10	-	0	100.0	0	0	-	0	-
40-12 Out Of County	0	22	-	37	67.8	0	100.0	0	46	-	0	-
44-20 Tangible Personal Property	0	9	-	0	100.0	0	-	0	0	-	0	-
47-10 Printing	0	0	-	5	-	0	100.0	0	0	-	0	-
49-00 Other Curr Chgs & Oblig	0	0	-	0	-	9,000	-	9,000	0	-	8,935	-0.7
49-04 Legal Advertising	29	53	83.3	43	-17.6	0	100.0	0	0	-	0	-
49-20 Registration Fees	0	11	-	24	128.6	0	100.0	0	0	-	0	-
51-10 Office Supplies	0	3	-	5	47.2	0	100.0	0	0	-	0	-
52-37 Software License	0	8	-	0	100.0	0	-	0	0	-	0	-
54-10 Books	0	13	-	4	-68.6	0	100.0	0	0	-	0	-
54-40 Memberships	0	8	-	8	3.3	0	100.0	0	9	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	56,475	-	1,117,046	0	-	143,216	153.6
64-30 Furniture & Equipment	45	0	100.0	0	-	0	-	0	0	-	0	-
338 Impact Fees-East Transp District	1,594	3,192	100.3	2,969	-7.0	68,362	2,202.8	1,128,933	2,312	0.2	155,000	126.7
341 Transportation Trust Fund												
12-00 Regular Salaries & Wages	61,716	41,621	-32.6	81,142	95.0	97,820	20.6	97,820	46,206	47.2	97,820	-
13-00 Other Salaries & Wages	10,339	14,316	38.5	4,930	-65.6	0	100.0	0	60	-	0	-
14-00 Overtime	3,881	7,340	89.1	3,471	-52.7	0	100.0	0	0	-	0	-
21-00 Fica Taxes	5,426	4,472	-17.6	6,438	44.0	7,482	16.2	7,482	3,466	46.3	7,482	-
22-00 Retirement Contributions	6,432	5,819	-9.5	8,816	51.5	10,536	19.5	10,536	4,976	47.2	5,212	-50.5
22-10 FRS Contingency	0	0	-	0	-	0	-	0	0	-	2,934	-
23-10 Health Insurance	11,520	10,447	-9.3	13,095	25.3	14,532	11.0	14,532	3,696	25.4	8,058	-44.5
23-15 Dental Insurance	388	266	-31.4	407	53.1	410	0.6	410	158	38.7	205	-50.0
23-20 Life Insurance	64	64	0.4	139	116.4	214	53.6	214	64	30.0	107	-50.0
23-25 Life Insurance - $10,000	30	21	-29.1	37	75.1	0	100.0	0	18	-	22	-
23-30 Health Insurance - Wellness Reserve	359	0	100.0	0	-	0	-	0	0	-	0	-
23-35 OPEB Contributions	0	426	-	0	100.0	0	-	0	0	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
341 Transportation Trust Fund												
41-62 Postage	18	0	100.0	0	-	0	-	0	0	-	0	-
46-50 Road Maintenance & Repair	0	323,699	-	42,680	-86.8	0	100.0	0	0	-	0	-
49-99 Other Current Chgs & Oblig	250	0	100.0	0	-	0	-	0	0	-	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	601,932	0	-	7,713	-
63-11 Infrastructure/SW8th Ave frm SW 122nd	1,289,217	994,330	-22.9	0	100.0	0	-	0	0	-	0	-
63-26 Infrastructure - SW 20th (4 Lane Bridge	0	0	-	49,082	-	0	100.0	226,800	226,800	100.0	0	-
63-32 Infrastructure / NW CR 236	0	10,000	-	3,280	-67.2	0	100.0	0	0	-	0	-
63-89 SW 24th Ave/SW 62nd Blvd	4,370,887	0	100.0	0	-	0	-	0	0	-	0	-
64-20 Heavy Equipment	0	143,668	-	0	100.0	0	-	0	0	-	0	-
64-30 Furniture & Equipment	15,412	0	100.0	0	-	0	-	0	0	-	0	-
91-12 Interfund Transfer to Gas Tax Fund 149	0	516,583	-	0	100.0	0	-	0	0	-	0	-
341 Transportation Trust Fund	5,775,940	2,073,073	-64.1	213,518	-89.7	130,994	-38.6	959,726	285,445	29.7	129,553	-1.1
345 2006 Gas Tax Revenue Bond Capital												
63-25 Infrastructure / SW 8th Ave Recreation	60	0	100.0	0	-	0	-	0	0	-	0	-
63-29 Infrastructure / SW 20th Ave & SW 34th	1,195,701	0	100.0	0	-	0	-	0	0	-	0	-
63-30 Infrastructure / NE 182nd Ave Recon	1,496,053	0	100.0	0	-	0	-	0	0	-	0	-
63-33 Infrastructure / NW CR 241 FM SR 235	19,928	1,052,088	5,179.4	0	100.0	0	-	0	0	-	0	-
63-34 Infrastructure / SW 91st St & SR 26	87,690	110,095	25.6	0	100.0	0	-	0	0	-	0	-
63-35 Infrastructure / SW 122nd St & SR 24	18,946	0	100.0	0	-	0	-	0	0	-	0	-
63-36 Infrastructure / N. Main St & N 8th Ave -	50,942	23,000	-54.9	0	100.0	0	-	0	0	-	0	-
63-37 Infrastructure / Pine Hills Estates	280,313	0	100.0	0	-	0	-	0	0	-	0	-
63-38 Infrastructure / Ft. Clarke Forest	187,831	0	100.0	0	-	0	-	0	0	-	0	-
63-52 Infrastructure / NW 39th Ave & NW 110th	753,697	380,300	-49.5	0	100.0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 51st St & NW 23rd	683,131	361,811	-47.0	0	100.0	0	-	0	0	-	0	-
63-54 Infrastructure / SR & CR 1474	1,613,081	800,152	-50.4	0	100.0	0	-	0	0	-	0	-
63-61 Infrastructure / SE CR 325 & SE 346	13,274	23,260	75.2	0	100.0	0	-	0	0	-	0	-
63-76 Infrastructure / Arredondo Estate Sub	533	0	100.0	0	-	0	-	0	0	-	0	-
345 2006 Gas Tax Revenue Bond Capital	6,401,179	2,750,705	-57.0	0	100.0	0	-	0	0	-	0	-
348 2007 Public Improvement Revenue Bond												
34-99 Other Contractual Srvcs	0	0	-	1,691,357	-	0	100.0	0	0	-	0	-
46-21 Refurbishment/renovations	525	0	100.0	0	-	0	-	0	0	-	0	-
48-30 Public Purpose Activities	0	53	-	0	100.0	0	-	0	0	-	0	-
51-20 Equipment < $100/unit	0	65	-	0	100.0	0	-	0	0	-	0	-
51-21 Equip<$750/unit>$100/unit	0	5,573	-	0	100.0	0	-	0	0	-	0	-
51-22 Office Materials & Supplies	222	15,680	6,967.7	0	100.0	0	-	0	0	-	0	-
52-02 Tools/equip >$100<$1000	800	8,890	1,011.2	0	100.0	0	-	0	0	-	0	-
52-99 Other Operating Supplies	0	1,315	-	5,000	280.2	0	100.0	0	0	-	0	-
61-10 Land	11,636	34,569	197.1	185	-99.5	0	100.0	0	0	-	0	-
61-20 Land-Professional Service	0	14,337	-	0	100.0	0	-	0	0	-	0	-
62-00 Buildings	0	0	-	0	-	0	-	413,414	0	-	0	-
62-10 Buildings	6,777,044	3,313,427	-51.1	101,974	-96.9	0	100.0	0	5,768	-	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
348 2007 Public Improvement Revenue Bond												
62-20 Buildings-Professional Services	247,357	357,945	44.7	65,312	-81.8	0	100.0	36,188	36,714	101.5	0	-
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	2,533,494	0	-	0	-
63-25 Infrastructure / SW 8th Ave Recreation	89,193	64,510	-27.7	63,259	-1.9	0	100.0	38,192	38,191	100.0	0	-
63-26 Infrastructure - SW 20th (4 Lane Bridge	0	242	-	0	100.0	0	-	0	0	-	0	-
63-27 Infrastructure - Traffice Managment	0	0	-	541,622	-	0	100.0	0	0	-	0	-
63-28 Improvements	538	88,513	16,361.5	212,510	140.1	0	100.0	275,060	315,504	114.7	0	-
63-32 Infrastructure / NW CR 236	64,345	71,424	11.0	25,654	-64.1	0	100.0	0	0	-	0	-
63-60 Infrastructure / W University Ave	6,172	390	-93.7	0	100.0	0	-	0	0	-	0	-
63-97 Improve Other Than Build	76,055	7,000	-90.8	14,321	104.6	0	100.0	0	0	-	0	-
63-98 Improv Other Than Bldgs	163,090	1,789,923	997.5	1,895,221	5.9	0	100.0	0	0	-	0	-
63-99 Infrastructure / Other Infrastructure	0	1,675	-	0	100.0	0	-	0	0	-	0	-
64-30 Furniture & Equipment	43,461	14,529	-66.6	0	100.0	0	-	0	0	-	0	-
348 2007 Public Improvement Revenue Bond	7,480,437	5,790,058	-22.6	4,616,415	-20.3	0	100.0	3,296,348	396,177	12.0	0	-
349 FY07 SAFETEA - LU Grant												
63-13 Infrastructure / 62nd Blvd	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	4,979,510	82.8	0	-
349 FY07 SAFETEA - LU Grant	791,402	799,734	1.1	236,788	-70.4	0	100.0	6,010,741	4,979,510	82.8	0	-
350 Local Option Fuel Tax - 1 to 5 Cents												
63-00 Improve Other Than Bldgs	0	0	-	0	-	273,683	-	648,683	0	-	0	100.0
63-02 Infrastructure - SE 15th St. Path	0	2,500	-	9,299	271.9	0	100.0	0	57,939	-	0	-
63-05 Infrastructure - NW 98th St. Path	0	3,973	-	2,115	-46.8	0	100.0	0	69,792	-	0	-
63-09 Old Bellamy Rd GRIP SG383	0	0	-	0	-	0	-	102,271	0	-	0	-
63-10 Infrastructure - Sweetwater Preserve	0	0	-	1,053	-	0	100.0	0	0	-	0	-
63-16 SW63B/SW41STERM-GRIP S565	0	0	-	0	-	0	-	12,396	0	-	0	-
63-24 NW 227th Dr - GRIP	0	0	-	208,985	-	0	100.0	0	52,576	-	0	-
63-39 SW 175th Ave - GRIP	0	0	-	171	-	0	100.0	0	125,234	-	0	-
63-43 Infrastructure / SE CR 2082-GRIP	100	144,694	144,594.4	0	100.0	0	-	0	0	-	0	-
63-44 Infrastructure / NW 142nd Ave	1,346	355,377	26,302.5	20,820	-94.1	115,223	453.4	16,250	16,250	100.0	0	100.0
63-45 Infrastructure / SW 63 Blvd-GRIP	100	64,217	64,116.9	0	100.0	102,271	-	0	0	-	0	100.0
63-47 Infrastructure / NW 93rd Ave-GRIP	111,709	7,446	-93.3	0	100.0	0	-	0	0	-	0	-
63-48 Infrastructure / SE 26th St-GRIP	100	177,041	176,941.3	0	100.0	0	-	0	0	-	0	-
63-49 Infrastructure / SW 85th Ave-GRIP	0	12	-	168,081	364,191.2	0	100.0	0	8,620	-	0	-
63-50 Infrastructure / SE 64th Ln	0	12	-	162,785	320,134.4	0	100.0	0	3,600	-	0	-
63-51 Infrastructure / SW 122nd St-GRIP	0	71,144	-	50,381	-29.2	0	100.0	0	0	-	0	-
63-57 Infrastructure / SW 15th Ave-GRIP	0	4,151	-	298,031	7,079.9	0	100.0	0	0	-	0	-
63-58 Infrastructure / SW 143rd St-GRIP	0	38,255	-	132,860	247.3	0	100.0	0	0	-	0	-
63-59 Infrastructure / SW 95th Ave-GRIP	0	177	-	221,293	124,924.0	0	100.0	0	0	-	0	-
63-60 Infrastructure / W University Ave	0	15,818	-	155,166	880.9	0	100.0	0	0	-	0	-
63-62 Infrastructure / NW 16th Ave	0	245,105	-	80,792	-67.0	6,500,000	7,945.4	5,802,432	114,968	2.0	0	100.0
63-63 SW 63rd Blvd / 62nd Ave	0	0	-	1,721	-	0	100.0	0	200,656	-	0	-
63-64 CR352	0	0	-	117	-	0	100.0	0	0	-	0	-
63-66 CR 231	0	0	-	42,161	-	0	100.0	80,735	66,657	82.6	0	-

	FY 2008 Actual	FY 2009 Actual	FY 2009 Actual % Chg	FY 2010 Actual	FY 2010 Actual % Chg	FY 2011 Adopted	FY 2011 Actual % Chg	FY 2011 Amended	FY 2011 YTD	FY 2011 Amended % Used	FY 2012 Budget	FY 2012 Adopted % Chg
350 Local Option Fuel Tax - 1 to 5 Cents												
63-67 SW121A - GRIP SEG 316	0	0	-	0	-	0	-	73,255	52,191	71.2	0	-
63-68 NW142A/H41 - 214S - GRIP S362	0	0	-	0	-	0	-	115,223	0	-	0	-
63-69 NW170St - GRIP - SEG 510	0	0	-	0	-	0	-	81,010	0	-	0	-
63-73 NW 75th St - GRIP	0	0	-	34,022	-	0	100.0	0	117,552	-	0	-
63-74 Infrastructure / SE 175A - GRIP SEG 513	0	0	-	0	-	0	-	0	208	-	0	-
63-84 SW 1st Pl - Multi Use Path	0	0	-	3,191	-	0	100.0	0	100	-	0	-
64-30 Furniture & Equipment	2,205	0	100.0	0	-	0	-	0	0	-	0	-
350 Local Option Fuel Tax - 1 to 5 Cents	115,560	1,129,924	877.8	1,593,042	41.0	6,991,177	338.9	**6,932,255**	**886,344**	**12.8**	**0**	**100.0**
351 Gas Tax Revenue Bond FY08												
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	12,571,484	218,702	1.7	0	-
63-29 Infrastructure / SW 20th Ave & SW 34th	0	33	-	0	100.0	0	-	0	0	-	0	-
63-33 Infrastructure / NW CR 241 FM SR 235	0	1,977,724	-	2,860,634	44.6	0	100.0	0	0	-	0	-
63-34 Infrastructure / SW 91st St & SR 26	0	33,415	-	52,890	58.3	0	100.0	26,809	1,431,074	5,338.0	0	-
63-35 Infrastructure / SW 122nd St & SR 24	0	8,648	-	1,234,093	14,170.0	0	100.0	198,944	75,795	38.1	0	-
63-36 Infrastructure / N. Main St & N 8th Ave -	0	12,212	-	32,478	165.9	0	100.0	15,796	1,198,837	7,589.5	0	-
63-52 Infrastructure / NW 39th Ave & NW 110th	0	7,453	-	0	100.0	0	-	0	0	-	0	-
63-53 Infrastructure / NW 51st St & NW 23rd	0	7,933	-	0	100.0	0	-	8,396	8,396	100.0	0	-
63-54 Infrastructure / SR & CR 1474	0	134,429	-	0	100.0	0	-	0	0	-	0	-
63-61 Infrastructure / SE CR 325 & SE 346	0	14,862	-	78,271	426.7	0	100.0	14,188	4,327,526	30,501.3	0	-
351 Gas Tax Revenue Bond FY08	0	2,196,709	-	4,258,366	93.9	0	100.0	**12,835,617**	**7,260,330**	**56.6**	**0**	-
353 1-5 Cent Lcl Opt Gas Tax Bond, Series 2011 - Capital												
63-00 Improve Other Than Bldgs	0	0	-	0	-	0	-	9,460,000	0	-	0	-
353 1-5 Cent Lcl Opt Gas Tax Bond, Series	0	0	-	0	-	0	-	**9,460,000**	**0**	-	**0**	-
Report Total	21,127,261	15,038,577	-28.8	11,282,855	-25.0	8,060,345	-28.6	**51,938,982**	**14,988,084**	**28.9**	**2,244,553**	**-72.2**

August 9, 2011 Regular BoCC Meeting
Agenda Item #54

Title
Authorization to advertise public hearing to adopt the Non-Ad Valorem assessment (Amended)

Amount
N/A

Description
Request Authorization of a public hearing to adopt the Non-Ad Valorem Assessment for the Sugarfoot/Cedar Ridge Preservation and Enhancement District.

Recommendation
Authorize the public hearing, authorize the publishing of the newspaper notice and authorize the provision of notice to affected property owners on the Notice of Proposed Taxes (TRIM-Truth in Millage).

Alternative(s)
Do not authorize notice of public hearing and do not collect the assessment.

Requested By
Elmira K. Warren

Originating Department
Community Support Services

Attachment(s) Description
1. Notice to be advertised 2. Proposed resolution to be adopted at public hearing 3. Proposed budget to be adopted at public hearing

Documents Requiring Action
1. Notice to be advertised 2. Proposed resolution to be adopted at public hearing 3. Proposed budget to be adopted at public hearing

Executive Summary
This is the request for the Board of County Commissioners to authorize a public hearing to set the Non-Ad Valorem assessment for the Sugarfoot/Cedar Ridge Preservation and Enhancement District for Fiscal Year 2011-2012 and to direct the provision of notice through the Notice of Proposed Taxes (TRIM- Truth in Millage) and through newspaper notice.

Background
On April 24, 2001, the Alachua County Board of County Commissioners adopted ordinance 01-06, authorizing the Board to create a neighborhood Preservation and Enhancement District. On October 23, 2001 , the Board adopted ordinance 01-24 establishing a neighborhood Preservation and Enhancement District within the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District. It also established the Neighborhood Community Council (the Council) and provided it with all the powers and duties specified in §163.524 and §163.526, Florida Statutes. This allows the Board to impose and collect , by uniform method, a Non-ad Valorem assessment on all real property within the boundaries of the neighborhood Preservation and Enhancement District. As required by §163.514 (16), F.S. , the special assessment was approved by the majority of the voters residing in the district by a mail ballot referendum. The assessment was adopted by the Board on August 26, 2003, effective

October 1, 2003.

Issues
On December 14, 2010, the board adopted resolution 10-120 setting forth its intent to continue to use the uniform method of collecting Non-ad Valorem assessment for the Preservation and Enhancement District. The public hearing to impose the Non-ad Valorem assessment, set the rate and aprove the budget for the Council is scheduled for September 13, 2011. Section 197.3632, F.S. requires that a notice of the hearing be published in a newspaper and also that a notice be sent by first class mail to every person owning property subject to the assessment. The first notice will be provided through the Notice of Proposed Taxes (TRIM- Truth in Millage).Without approval to advertise this will prevent a public hearing and Notice of proposed Taxes (TRIM-Truth in Millage).

Fiscal Recommendation
Collect Non-Ad Valorem assessments to fund Preservation and Enhancement in the Sugarfoot/Cedar Ridge Preservation and Enhancement District.

Fiscal Alternative(s)
Do not collect the assessments

Funding Sources
Non-ad Valorem Assessment

Account Code(s)
057-2946-564

Attachment: RESOLUTION LEGAL DESCRIPTION BUDGET METHODOLOGY NOTICE OF PUBLIC HEARING.pdf

RESOLUTION 11-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ESTABLISHING AND IMPOSING A NON-AD VALOREM ASSESSMENT FOR THE SUGARFOOT OAKS/CEDAR RIDGE ENHANCEMENT PLAN; DESCRIBING THE METHOD OF ASSESSING THE COSTS OF THE ENHANCEMENT PLAN AGAINST PROPERTY OWNERS WHO OWN PARCELS WITHIN THE SPECIAL ASSESSMENT DISTRICT; PROVIDING FOR INCLUSION OF THE ASSESSMENT ON THE ASSESSMENT ROLL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Alachua County, Florida (hereinafter, the "Board"), established the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District (hereinafter, the "District"), to further neighborhood preservation and revitalization; and

WHEREAS, the Board provided in Ordinance 01-24 that the Neighborhood Community Council will monitor implementation of the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement Plan (hereinafter the "Plan"); and

WHEREAS, in accordance with §163.514, F.S. a mail ballot election was held on June 23, 2003, and a majority of the registered voters residing in the District voted in support of the special assessment within the District; and

WHEREAS, the properties to be benefited by the implementation of the Plan have been specifically identified and described in **Exhibit "A",** and incorporated herein by reference; and

WHEREAS, pursuant to §197.3632(3)(a), F.S., at a public hearing conducted on December 14, 2010, the Board adopted Resolution 10-120 which gave notice of the County's Intent to impose a non-ad valorem assessment for the provision of implementation

and management of the Plan, and of the County's intent to use the uniform method of collecting such assessments; and,

WHEREAS, pursuant to §197.3632(4)(b), F.S., notice of the special assessment was sent to the owners of Assessed Property; and,

WHEREAS, pursuant to §197.3632(4)(b), F.S., Alachua County has provided notice of the implementation of the Plan to the owners of the assessed property within the special assessment district by newspaper publication, with a proof of publication attached hereto as **Exhibit "B",** and

WHEREAS, the Board conducted a Public Hearing on September 13, 2011, and comments and objections of all interested persons have been heard and considered by the Board as required by law.

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

1. This Resolution is adopted pursuant to the County's Home Rule Authority as a Charter County, Sections 125.01(q) and 197.3632, Florida Statutes, and other applicable provisions of law.

2. It is hereby ascertained, determined, and declared that each parcel of assessed property within the Special Assessment District will be specially benefited by the implementation of the Plan in an amount not less than the assessment for such parcel. The implementation of the Plan will enhance the assessed property and should result in an increase in property value.

3. Apportioning the costs of implementation of the Plan equally among the property owners is fair and reasonable, and is proportional to the special benefit received.

DRAFT

4. There is hereby levied and imposed a non-ad valorem assessment against all property owners in this Special Assessment District in the amount of $60.00 per each dwelling unit per year. A copy of the budget for implementation of the Plan is attached as **Exhibit "C"** and a methodology for determining the assessment cost, based on the number of dwelling units, is attached as **Exhibit "D,"** both are incorporated herein by reference.

5. The special assessment shall continue as a lien upon the assessed property that is equal in rank and dignity with the liens of all State, County, District or Municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such liens shall be superior in dignity to all other liens, titles and claims, until paid. Collection of the assessment for Fiscal Year 2011/2012 shall commence with the 2011 Property Tax Notice mailed out during Fiscal Year 2011/2012.

6. The non-ad valorem assessment imposed by this resolution shall be included in the assessment roll that will be adopted by the County and certified by the County Commission Chair no later than September 15, 2011. The County Manager or his designee is authorized and directed to ensure that this assessment is so included on the assessment roll for the Property Tax Notice for 2011 and all applicable subsequent Notices.

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

DRAFT

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

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

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EXHIBIT "A"

LEGAL DESCRIPTION OF AREA TO BE ASSESSED

DESCRIPTION OF THE SUGARFOOT OAKS/CEDAR RIDGE PRESERVATION AND ENHANCEMENT DISTRICT

The Boundary of the District includes all of the lots and Streets within the following recorded subdivisions:

Sugarfoot Oaks,
as per plat recorded in Plat Book "J" page 66; and

Cedar Ridge,
as per plat recorded in Plat Book "K" page 08; and

Sugarfoot Oaks Unit No.2,
as per plat recorded in Plat Book "K" page 32; and

Cedar Ridge Addition 1,
as per plat recorded in Plat Book "K" page 80; and

Cedar Ridge Addition 1 Replat
as per plat recorded in Plat Book "L" page 83; and

Sugarlane,
as per plat recorded in Plat Book "K" page 84; and

Sugarfoot Oaks Unit No.3,
as per plat recorded in Plat Book "K" page 91; and

Sugarlane Replat,
as per plat recorded in Plat Book "L" page 80; and

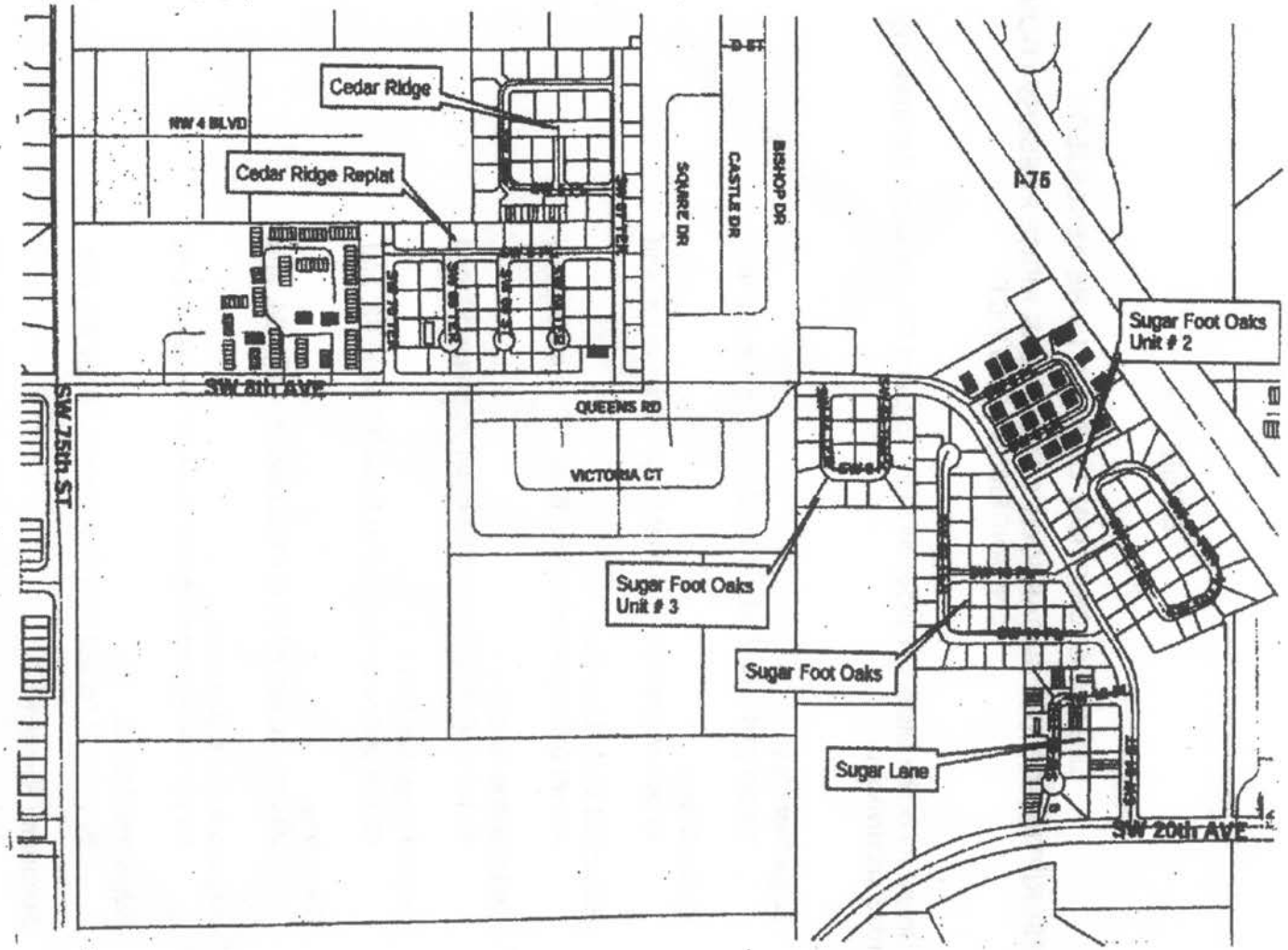
Sugarlane Replat No.2,
as per plat recorded in Plat Book "M" page 09; and

Cedar Ridge Villas,
as per plat recorded in Plat Book "M" page 19;

As of the Public Records of Alachua County, Florida.

Containing approximately 72.711 acres.

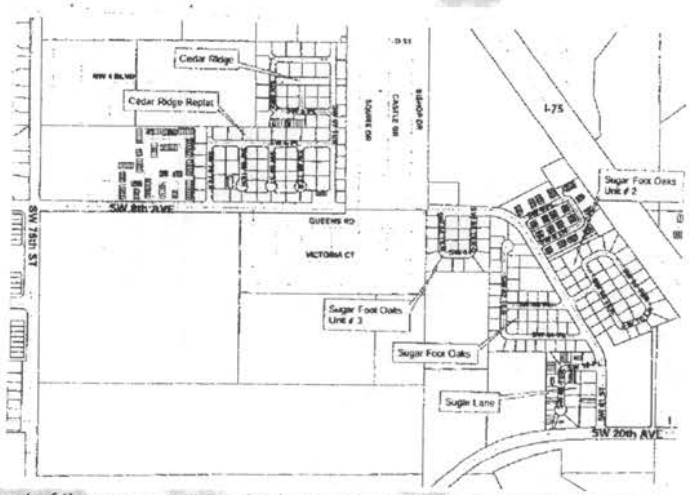
DRAFT


Cedar Ridge
Cedar Ridge Replat
RW 4 BLVD
SQUIRE DR
CASTLE DR
BISHOP DR
I-75
Sugar Foot Oaks Unit # 2
SW 8th AVE
QUEENS RD
VICTORIA CT
SW 75th ST
Sugar Foot Oaks Unit # 3
Sugar Foot Oaks
Sugar Lane
SW 20th AVE

NOTICE OF PUBLIC HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS WITHIN THE SUGARFOOT OAKS/CEDAR RIDGE PRESERVATION AND ENHANCEMENT DISTRICT FOR IMPROVEMENT AND OPERATING EXPENSES TO PROMOTE COMMUNITY REVITALIZATION

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 unincorporated area of Alachua County to fund neighborhood maintenance services to promote community revitalization 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 is the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District and is located within the unincorporated area of Alachua County. The proposed assessment includes all dwelling units in the district within the area depicted on the map below.



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 at the reception desk on the 2nd floor of the Alachua County Administration Building, 12 South East 1st Street, 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 neighborhood maintenance services to promote community revitalization for the fiscal year October 1, 2011 through September 30, 2012, is $60.00 per dwelling unit.

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 PARTNERS FOR A PRODUCTIVE COMMUNITY AT (352) 264-6716.

EXHIBIT "B"

PROOF OF PUBLICATION

(Attached)

DRAFT

EXHIBIT "C"

BUDGET

The following budget is calculated on assessed fees of $5.00 per unit/per month for 833 units within the Preservation and Enhancement District, totaling $49,980.00 yearly. The budget also reflects the history of the prior year collected funds with a negative variance resulting from four percent (4%) under collected fees and two percent (2%) Tax Collector's processing fee.

CONTRACTED SERVICES ($16,776.00)

This line item will include bi-weekly lawn services for 1200 feet of fence line, mowing of right-of-ways, trimming, seasonal planting, and litter pick-up on all streets within each neighborhood (25 streets) three times a week.

OTHER CURRENT CHARGES ($10,000.00)

This will include paint for new fencing, new, seasonal and replacement landscaping plants along fifteen hundred (1500) feet of fence line in Sugarfoot Oaks and Cedar Ridge and around the four (4) new neighborhood entry signs.

UTILITIES ($5,000.00)

Yearly estimated utility charges (water and electricity) this includes sprinkler system, lighting at three neighborhood signs, and Liability Insurance for recreation site in Cedar Ridge.

POSTAGE ($2,000.00)

This includes first class postage for notification of meetings, legal notification in newspaper and notification to owners and property managers of alleged violations and the rental of a U.S. Postal mail box.

OFFICE SUPPLIES ($1,300.00)

Miscellaneous office supplies will be purchased under this line item.

CONTINGENCY FUND ($13,104.00)

This fund will be available for the common purpose of benefiting the entire District.

DRAFT

EXHIBIT "D"

METHODOLOGY FOR DETERMINING ASSESSMENT COST

The amount to be assessed per parcel is calculated on assessed fees of $5.00 per dwelling unit/per month. For the 810 units within the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District the total assessment amount to be collected will be approximately $49,980.00 yearly.

DRAFT

August 9, 2011 Regular BoCC Meeting
Agenda Item #55

Title
Public Safety: Interlocal Agreement with the Town of LaCrosse for the provision of Fire Suppression and Initial Response Emergency Medical Services (Amended)

Amount
$140,764.59 expenditure

Description
Request Adoption of the Interlocal Agreement with the Town of LaCrosse for the provision of Fire Suppression and Initial Response Emergency Medical Services

Recommendation
Adopt the Interlocal Agreement with the Town of LaCrosse for the provision of Fire Suppression and Initial Response Emergency medical Services

Alternative(s)
Do not adopt the Interlocal Agreement with the Town of LaCrosse 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 Town of LaCrosse for the provision of Fire Suppression and Initial Response Emergency Medical Services

Documents Requiring Action
Interlocal Agreement with the Town of LaCrosse for the provision of Fire Suppression and Initial Response Emergency Medical Services

Executive Summary
The FY12 Interlocal Agreement with the Town of LaCrosse for Fire Suppression and Initial Response Emergency Medical Services compensates the Town of LaCrosse for their responses in the unincorporated area at a flat base amount of $140,764.59. In addition, the County agrees to transfer a brush truck valued at $50,000. The Town will provide a $12,500 credit over four years which will reduce the County's payment to the Town to $128,264.59 per year for four years. The Agreement provides fiscal reciprocity at $362.00 per incident when a County fire apparatus is dispatched to incidents within the municipal boundaries of the Town.

Background
The Town of LaCrosse 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 $140,764.00 in twelve (12) equal payments. In addition, the Agreement provides for the transfer of a County owned brush truck with a $50,000

value. The Town will provide a $12,500 per year credit for four years which will reduce the annual payment to the Town to $128,264.59. The Agreement also provides fiscal reciprocity for County fire apparatus responses into the municipal boundary of LaCrosse at a rate of $362.00 per incident. Any reduction to the MSTU-Fire revenues could impact the County's ability o pay for the agreement. Past expenditure reductions have been shared by both the Department of Public Safety and all participants of the Fire Services Network. If the MSTU-Fire revenue is reduced, the FY12 agreement with LaCrosse may require amendment.

Issues
The term of the Agreement begins on Ocotober 1, 2011 and will remain in effect until terminated. The Town must remit any outstanding balance of the brush truck credit due to the County if the agreement is terminated.

Fiscal Recommendation
$140,764.59 expenditure and $362.00 per incident revenue when County fire apparatus are dispatched to incident within the Town of LaCrosse. The County will receive a $12,500.00 credit for four years ($50.000.000 in exchange for the transfer of a Ford F-550 Brush Truck.

Fiscal Alternative(s)
n/a

Funding Sources
MSTU-Fire Fund

Account Code(s)
011-5480-522.34-10

Attachment: Lacrosse First Response Final.pdf

INTERLOCAL AGREEMENT
FOR FIRE SUPPRESSION AND FIRST RESPONSE EMS/RESCUE SERVICES
BETWEEN ALACHUA COUNTY AND THE TOWN OF LACROSSE

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 by and through its Board of County Commissioners (hereinafter "County") and the Town of LaCrosse, an authority organized under the laws of the State of Florida (hereinafter "The Town"), is made, entered into, and effective this 1st day of October 2011.

Whereas, Chapter 163, Florida Statutes, authorizes public agencies, including counties and cities, to enter agreements to provide services and to exercise jointly the power, privilege, or authority they share in common and which each might exercise separately; and,

Whereas, both the Town 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 Town of LaCrosse is located within Alachua County and is authorized to provide fire suppression and first response rescue services; and

Whereas, the County is authorized to provide or contract for fire suppression and first response rescue services; and,

Whereas, the Town is willing and able to provide fire suppression and first response rescue services to the unincorporated area of the County; and

Whereas, the County is willing and able to provide fire suppression and first response rescue services to the incorporated area of the Town,

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. Town's Fire Department shall be a part of the countywide cooperative system established by the Board of County Commissioners, known as the "Fire Services Network." The County and Town will reciprocate fire and first response EMS/rescue services as dispatched by the Combined Communication Center (CCC).

B. The term of this Agreement shall commence on October 1, 2011, the first day of Fiscal Year 2011-2012. This Agreement shall remain in effect until terminated by agreement of the Parties or as otherwise provided herein.

Section 2. Definitions. For purposes of this Agreement, the terms listed below shall have the following meanings:

Alachua County Department of Public Safety (ACDPS); The County department charged with the responsibility for providing and/or coordinating Emergency Management, radio communications, Emergency Medical, Rescue Services, and Fire Protection services

A. CCC; Alachua County Combined Communications Center.

B. First Response Rescue Services; The initial fire based non-transport response to requests for medical assistance for accident victims and health related incidents.

C. Standard Communications Protocol; A step-by-step approach to radio communications which uses "plain language" and is based on uniform standards developed and/or adopted by the County.

D. Incident; A call for fire suppression or first response services to a given location, regardless of the number of apparatus responding.

E. District Chief; That person who is employed by ACDPS and who is designated to assume and assign command and control of emergency incidents.

F. Fire Services Network; a Countywide cooperative system established by the Board of County Commissioners to ensure the safe and effective delivery of fire-rescue services through the core fundamentals of incident command, common terminology, equipment, training, dispatch protocols, radio system, and response assignments.

G. Minimum Apparatus Staffing; each of the Town's fire rescue apparatus and auxiliary vehicles (squad, mini-pumper, etc) shall respond with the appropriate number and qualified personnel for the type of incident dispatched. Total apparatus staffing may be assimilated after the apparatus has arrived on-scene of the incident.

Section 3. Fire Suppression and First Response EMS/Rescue Services.

A. Service Provider and Service Area. The Town shall provide the initial response and support to all fire suppression and EMS/rescue incidents with the appropriate number of personnel in the unincorporated area of the County as dispatched by the Combined Communication Center (CCC). ACDPS shall provide response and support for incidents originating within the Town's municipal limits as dispatched by the CCC.

B. Incident Command. Command and control of every incident shall comply with the National Incident Management System.

1) Each party may retain, assign, or assume command of a fire incident occurring within its political jurisdiction.
2) Level of Service (LOS) Standards. 1) Unit response within one (1) minute of dispatch (completion of the initial page); and
3) All personnel must meet Florida fighter certification requirements, and first responder (volunteer) or emergency medical technician (paid); and

4) Responding Engine, Brush, or Squad unit(s) staffed with two (2) personnel, Tanker may be staffed with one (1) person. Total apparatus staffing may be assimilated after the apparatus has arrived on-scene of the incident.
5) When responding from Station, the initial first response unit must arrive on scene within twelve (12) minutes 80% of the time from dispatched; and
6) Apparatus assignment to incidents shall be in accordance with CCC dispatch protocols.

Section 4. Dispatch Protocols. The Town 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 Town shall provide the necessary equipment and staff necessary to perform its duties under this Agreement.

B. To ensure compatibility and interoperability with the Fire Services Network the Town's Fire Department equipment and operating procedures shall not be inconsistent with or in conflict with that used or adopted by the County.

C. The County shall provide a complement of BLS disposable medical supplies (used by rescue units) utilized by the Town's primary fire apparatus responding under this section. The County shall resupply consumable supplies as the supplies are used during emergency incidents with ACDPS.

Section 6. Other Agreements.
This Agreement shall have priority over any other agreement as related to the provision of fire suppression and first response EMS/rescue services in Alachua County.

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 Town 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 Town representative. The number of radios provided by the County will not exceed ten (10).

1) The County will provide for access for the County owned radios to the Countywide Radio System (CRS).

2) The County shall be responsible for maintenance, installation/removal, and replacement of County owned radios. All mobile radios are to be installed in primary emergency response apparatus by authorized technicians.
3) Additional mobile and portable radios may be purchased by the Town, but must meet the specifications and have full operability with the CRS.
4) The Town shall be responsible for any additional monthly CRS access fees for additional Town owned CRS capable mobile radios.
5) The Town shall be responsible for maintenance, installation/removal, and replacement of Town owned radios. All mobile radios are to be installed in primary emergency response apparatus by authorized technicians.

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 Town's representative. The Town shall reimburse the County for maintenance and replacement costs of pagers.

C. A list of all County-owned communications equipment provided to the Town 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 compensate the Town an annual amount of $140,764.59 for services provided to the unincorporated area of the County identified in this Agreement. Compensation shall be in accordance with the following.

1) Annual flat rate in the amount of $128,264.59 for four consecutive fiscal years beginning October 1, 2011. Payments to the Town shall be made in twelve (12) equal payments made in the month immediately after the service was provided to the County. Payment will be in accordance with the provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30th of the month that the payment is due.

2) Total of a $50,000.00 credit over four consecutive years fiscal years beginning October 1, 2011 ($12,500.00/year) for the value of the vehicle identified below:

i. Ford F-550 Brush truck VIN # 1FDAW57F42EA52937
ii. Vehicle to be transferred to the Town upon execution of the Agreement.
iii. In case of early termination of the Agreement the Town will remit the outstanding balance of the original credit to the County.

B. County shall compensate the Town in an annual amount of $140,764.59 in 12 equal payments for the fiscal year beginning October 1, 2015, and each year thereafter, unless the parties amend this agreement to provide a different amount.

C. The County shall fund the items listed below for the Town'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.

D. The Town shall reciprocate payment of $362.00 per incident to the County when a County fire apparatus (excluding rescue and command) is dispatched and responds as the primary responder to incident(s) within the municipal boundaries of the Town.

1) "Primary responder" is defined as the only unit dispatched and responds to an incident or when dispatched and responds as the closest unit due to Engine 22's unavailability while committed to another incident within the Town's municipal boundaries.

2) Payments to the County shall be made in the month immediately after the month the service was provided to the Town. Payment will be in accordance with the provisions for § 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"). Payment must be received no later than the 30th of the month that the payment is due.

Section 10. Entire Agreement This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

Section 11. <u>Default and Termination.</u> 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.

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 Town harmless from any and all liability, claims, or damages imposed on the Town 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 Town 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 Town and its agents or employees relating to the responsibilities of the Town under this agreement. The Town agrees to maintain insurance coverage, either through self-insurance or commercial policy, on their property identified utilized as part of this Agreement, to include premises liability in the amount to ensure full replacement.

C. Each party agrees to provide the other with copies of the certificates of insurance for all coverage's in effect throughout the term of this agreement and will provide the other with thirty (30) days notice of any cancellation or amendment to the insurance coverage's.

Section 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 Town 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.

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 Authority's representative are:

County:
Randall H. Reid, County Manager
Alachua County, Florida
PO Box 2877
Gainesville, FL 32602-2877

J. K. Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

Town:
Town of LaCrosse
PO Drawer D
LaCrosse, FL 32658
Attn: Town Clerk

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

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

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

Town of LaCrosse, Florida

By: _____
Winton Dampier, Mayor
Town of LaCrosse, Alachua County, Florida

5/24/2011

August 9, 2011 Regular BoCC Meeting
Agenda Item #56

Title
Modification 3 to NSP 1 Grant Agreement (Amended)

Amount
N/A

Description
Request Approval of Modification 3 to Neighborhood Stabilization Program (NSP) 1 Grant Agreement

Recommendation
Approve Modification 3 to Neighborhood Stabilization Program 1 Grant Agreement and authorize Chair to sign three original documents, and to sign one Chair cover letter.

Alternative(s)
Amend and approve Modification 3 to NSP 1 Grant Agreement and authorize Chair to sign three original documents.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
NSP Modification 3 to Subgrant Agreement NSP Activity Work Plan Strategy 1 Amendment 3 NSP Activity Work Plan Strategy 5 Amendment 3 Chair cover letter

Documents Requiring Action
NSP Modification 3 to Subgrant Agreement Chair cover letter

Executive Summary
Alachua County's Neighborhood Stabilization Program 1 Agreement with the State of Florida expires November 12, 2011. The Department has sent all NSP local governments documents to extend this agreement one year to November 11, 2012. Based on DCA's recommendation, a Modification to Subgrant Agreement and associated documentation have been prepared by staff for execution to ensure that Alachua County has ample time to complete the program requirements of NSP 1.

Background
Alachua County entered into the Neighborhood Stabilization Program subgrant Agreement with the State of Florida September 8, 2009. The Agreement was executed by the State of Florida November 12, 2009 and expires November 11, 2011. The State of Florida is recommending that local governments submit a one year extension. Alachua County purchased 20 homes through NSP, and has nearly completed home repairs on 18 of the homes. Two more homes were recently bid for home repairs. Upon completion of repairs, one of the homes will be available for resale and one for the NSP rental program.

Issues
Additional time is needed to complete home repairs, to sell the remaining homes for resale and to transfer any remaining rental NSP homes as the existing Agreement expires November 11, 2011.

Fiscal Recommendation
This recommendation has no adverse impact on Alachua County.

Fiscal Alternative(s)
n/a

Funding Sources
Federal Neighborhood Stabilization Program

Account Code(s)
n/a

Attachment: NSP Activity Work Plan Strategy 1 Amendment 3.pdf
Attachment: NSP Activity Work Plan Strategy 5 Amendment 3.pdf
Attachment: NSP 3rd Mod Final.pdf
Attachment: NSP 3rd Mod letter Final.pdf

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

July 13, 2011

Mr. Ken Reecy, Director
Florida Department of Community Affairs
Bureau of Community Assistance
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: DCA Contract **10DB-4X-03-11-01-F01** – Alachua County Amendment Request - NSP

Dear Mr. Reecy:

Alachua County requests an amendment to extend the time and adjust the workplans under the above referenced Agreement between the County and the Department for the following reasons:

- Extension of time and modification of workplans in order to complete the project

This amendment does not reduce the number of accomplishments, beneficiaries, or score of the project. The proposed changes will also not require modification to the Environmental Review Record.

Please contact me if you have any questions or need any additional information. Thank you.

Sincerely,

Lee Pinkoson, Chair
Alachua County Commission
chr

TW/kj

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

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

MODIFICATION NUMBER 3 TO SUBGRANT AGREEMENT BETWEEN THE DEPARTMENT OF COMMUNITY AFFAIRS AND ALACHUA COUNTY

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and ALACHUA COUNTY, ("the Recipient"), to modify DCA Contract Number 10DB-4X-03-11-01-F01, award dated 11-12-2009 ("the Agreement").

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of $2,928,238 to Recipient under the Neighborhood Stabilization Program ("NSP") as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☐ **Reinstate Agreement**

1. The Agreement is hereby reinstated as though it had not expired.

X **Extend Agreement**

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of 11-11-2012.

X **Revise Activity Work Plan**

3. The Attachment B or I, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment B or I, Activity Work Plan section, which is attached hereto and incorporated herein by reference.

☐ **Revise Program Budget and Scope of Work**

4. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

Modification Number: 3

DCA Contract Number: 10DB-4X-03-11-01-F01

Recipient: ALACHUA COUNTY

☐ **Change in Participating Parties**

5. The Attachment A, Program Budget and Scope of Work section, is hereby modified to delete all references to "(Type in name, if applicable.)," as the Participating Party, and replace them with "(Type in name, if applicable.)" as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

☐ **Inclusion of an Unmet Need as Addressed in the Original Application**

6. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

7. The Attachment B or I, Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment B or I Activity Work Plan section, which is attached hereto and incorporated herein by reference.

☐ **Change in Number of Accomplishments and/or Beneficiaries**

8. The Attachment A, Program Budget and Scope of Work section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget and Scope of Work, which is attached hereto and incorporated herein by reference.

☐ **Other:** (Type in the reason for the modification.)

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

Modification Number: 3

DCA Contract Number: 10DB-4X-03-11-01-F01

Recipient: ALACHUA COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

Department of Community Affairs

By: _____

Name: Ken Reecy

Title: Director, Division of Housing and Community Development

Date: _____

Recipient: ALACHUA COUNTY

By: _____

Name: LEE PINKOSON

Title: CHAIRMAN

Date: _____

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Instructions for Completing the Modification to Subgrant Agreement Form.

1. Use the "Tab" key to move from one field to the next. "Shift Tab" lets you move backwards.
2. Type in the Modification Number in the three fields where it asks for the number.
3. Type in the Contract Number in the three fields where it asks for the number.
4. Type in the Local Government Name in the five fields where it asks for the Recipient.
5. Type in the Date and Subgrant Amount in the fields on the first page where it asks for the information.
6. Move the cursor to the appropriate box(es) to indicate the modification(s) being requested. Left "click" on the box and an "X" will appear, indicating that the section is being modified.
7. If the modification seeks to extend the end of the subgrant, type in the new date on the appropriate line.
8. If the modification makes changes to the "Participating Parties," type in the names where indicated.
9. If the reason for the modification is not one of the seven common reasons, put an "X" in the check box before "Other" at the bottom of the second page and then tab to the form field and type in the reason.
10. On page 3, type in the name of the person signing the modification and the person's title. **The date must be hand written.** ***(The person signing the modification must have signature authority.)***
11. Submit three originals of the modification along with the required supporting documentation.

NEIGHBORHOOD STABILIZATION PROGRAM/CDBG
DEPARTMENT OF COMMUNITY AFFAIRS
ACTIVITY WORK PLAN FOR STRATEGY NUMBER 1

RECIPIENT:
Alachua County
CONTRACT NO.
10DB-4X-03-11-01-F01

DATE PREPARED:
JULY 11, 2011
ACTIVITY BUDGET
$1,355,694.

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
Oct 2009	No. 2009	Complete Environmental review Submit Request for Release of Funds and Environmental Conditions			$10,000
Oct 2009	Dec 2009	Negotiate and enter into sub recipient agreements with sub recipients. Obtain vendors to conduct appraisals, title searches, and perform specialized inspection services such as asbestos and mold inspections. Advertise the intent of Alachua County to purchase foreclosed homes at a discounted rate, with initial priority given to properties located in identified target areas. Review and research availability and marketability of potential housing units for acquisition and resale.			$10,000
Jan 2010	Aug 2010	Identify potential housing units to acquire/conduct due diligence activities/inspect homes for needed repairs and energy conservation improvements, and evaluate properties for potential purchase and resale to qualified homebuyers. Obtain appraisals, make conditional offers, enter into sales contract. Acquire eligible foreclosed housing units.		$693000	$60,000
Jun 2010	Aug 2011	Prepare work write-ups/Conduct pre-bid conferences/Bid and Award Housing Rehab contracts. Contract compliance/monitor contractor performance/Housing Rehab/Inspection Services		$50,777	$30,000

Jul 2010	Feb 2012	Bid and Award Rehab contracts/contract compliance/Housing Rehab/Inspection Services/Finalize contractor payments		$379,729	$30,000
Feb 2011	July 2012	Advertise availability of homes for sale/potential homebuyers complete home buyer counseling course/enter into contracts with homebuyers. Complete sale of properties to qualified homebuyers in Strategy No. 1	8	$33,000	$58,000
August 2012	Sept 2012	Prepare preliminary closeout documents Submit Administrative Closeout for Board Approval Submit Administrative Closeout to DCA			$1,188
Total				**$1,156,506**	**$199,188**

Note: More than one activity may be included per form.

(Rev. Aug 2004)

NEIGHBORHOOD STABILIZATION PROGRAM/CDBG
DEPARTMENT OF COMMUNITY AFFAIRS
ACTIVITY WORK PLAN FOR STRATEGY NUMBER 5

RECIPIENT:
Alachua County
CONTRACT NO.
10DB-4X-03-11-
01-F01

DATE PREPARED:
JULY 11, 2011
ACTIVITY BUDGET
$1,573,543.64

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
Oct. 2009	Nov. 2009	Complete Environmental review Submit Request for Release of Funds and Environmental Conditions			
Oct. 2009	Dec 2009	Negotiate and enter into sub recipient agreements with sub recipients. Obtain vendors to conduct appraisals, title searches, and perform specialized inspection services such as asbestos and mold inspections. Advertise the intent of Alachua County to purchase foreclosed homes at a discounted rate, with initial priority given to properties located in identified target areas. Review and research availability and marketability of potential housing units for acquisition and resale.			
Jan 2010	Aug 2010	Identify potential housing units to acquire/conduct due diligence activities/inspect homes for needed repairs and energy conservation improvements, and evaluate properties for potential purchase and rental to very low income households. Obtain appraisals, make conditional offers, enter into sales contract. Acquire eligible foreclosed housing units.	11	$1,193,812.84	
Jun 2010	Aug 2011	Prepare work write-ups/Conduct pre-bid conferences/Bid and Award Housing Rehab contracts. Contract compliance/monitor contractor performance/Housing Rehab/Inspection Services	11		

Jul 2010	Feb 2012	Bid and Award Rehab contracts/contract compliance/Housing Rehab/Inspection Services/Finalize contractor payments	11	$313,572.80	
Feb 2011	July 2012	Transfer properties to the Alachua County Housing Authority for use as rental properties for very low income households. Secure income eligible tenants for properties. Transfer properties to other sub-recipients as required.	11	66,158.00	
August 2011	Sept. 2012	Prepare preliminary closeout documents Submit Administrative Closeout for Board Approval Submit Administrative Closeout to DCA			
Total				**1,573,543.64**	

Note: More than one activity may be included per form.

(Rev. Aug 2004)

August 9, 2011 Regular BoCC Meeting
Agenda Item #57

Title
TempForce Inc GVL Change Order 2 to Purchase Order 110142 (Amended)

Amount
$80,000.00

Description
Finance Report and Change Order 2 to Purchase Order 110142, issued to TempForce, Inc. – GVL. CHOICES use temporary workers to handle workloads when open positions go unfilled due to situations other than operational and when the volume of work increases. We currently have five open positions and an application volume that has been the highest in the program's history for the past year.

Recommendation
That The Board approve the Finance Report and Change Order 2 to Purchase Order 110142, issued to TempForce, Inc. - GVL

Alternative(s)
That the Board rejects the Finance Report and Change Order 2 to Purchase Order 110142, issued to TempForce, Inc. - GVL

Requested By
Elmira Warren

Originating Department
Community Support Services/Purchasing

Attachment(s) Description
Finance Report and Change Order

Documents Requiring Action
Finance Report and Change Order

Executive Summary
Request that the Board approve the Finance Report and Change Order 2, to Purchase Order 110142, issued to TempForce, Inc. - GVL, in the amount of $80,000.00 for temporary workers to handle workload and authorize the Chair's signature. Pricing, terms and conditions per Annual Bid Renewal #09-21.

Background
CHOICES is currently utilizing seven people via TempForce. This number has been the same since last year. During the summer of 2010 several County employees left CHOICES. We were asked not to fill the positions during the 2010-2011 budget development due to the possibility that the positions may be eliminated. Temporary personnel were used to continue covering the workload of the unfilled positions. Transition to a new agreement with Blue Cross increased the workload because of numerous applications and an increase in re-certifications and updates; this was mainly because of the increase in 2010 membership. Once the budget was completed, it was not necessary to absorb the eliminated positions. We were scheduled to meet with the BoCC for a workshop in February 2011 to discuss the future of CHOICES. The positions have not been filled because we are waiting on direction from the BoCC regarding the future of the program. Due to the BoCC action on May 24, 2011 to continue the CHOICES program, we will consider filling some of the open positions. We will work with CSS Director Elmira Warren to insure

that the staffing of the CHOICES program works within the final budget determination made by the BoCC for FY 2012. In the past five months (January-May 2011) CHOICES has experienced the highest number of new applications in the program's history, 1,916 and handled 2,443 recertifications and member updates. This is about 350 more applications and renewals per month than the prior five month period. We support the need for continued budget authorization to utilize temporary workers to handle the CHOICES workload. Blanket Purchase Order 110142 to TempForce, Inc. - GVL, was approved September 21, 2010 for the purchase of temporary personnel services in accordance with prices, conditions and specifications of Annual Bid #09-21 for the amount of $40,000.00. Change Order 2 will increase the Purchase Order by $80,000.00 for a new purchase order total of $130,000.00 Original PO Total : $ 40,000.00 Change Order #1 : $ 10,000.00 Change Order #2 : $ 80,000.00 New Revised Total: $130,000.00

Issues

1. Current CHOICES temporary staff handles the bulk of application processing, gathering documentation, working with applicants to complete applications, and respond to phone inquiries about applications. Eliminating these positions will add to the processing time of new applications. 2. The temporary staff also works directly with current members who are due for recertification and update. Without this segment of the staff this too, will delay determinations to keep eligible members on the program. 3. There are currently several open positions on the CHOICES staff. We have been requested to leave them open until the BoCC approves a final budget. This will allow positions to be available for slots that may be eliminated through the budget process. The temporary staff has allowed us to stay current with the increasing workload.

Fiscal Recommendation

Sufficient funds exist to cover the increase to the Purchase Order.

Fiscal Alternative(s)

n/a

Funding Sources

Indigent Sur Tax

Account Code(s)

010-2925-562.31-70

Attachment: 110142 FR.pdf
Attachment: 110142 PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

July 11, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Change Order #2, to Purchase Order #110142, issued to TempForce, Inc. - GVL, for an increase of $80,000.00 for temporary workers to handle workload. The new purchase order total is $130,000.00. Pricing, terms and conditions per Annual Bid Renewal #09-21

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the change order and authorize the Chairperson's signature on the same.

APPROVED THIS 9th DAY OF August, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk

LS/mm

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

NO. 110142

ORDER DATE	:
REQ. NUMBER	: 9/15/2010
BID NUMBER	: 0000054919
BUYER	:
ACCOUNT NO.	: PRINCESS BROWN, C
VENDOR NO.	:01029255623170 7203500

CHANGE NO.: 2
DATE: 2/28/2011

VENDOR I.D. # ☐

VENDOR
TEMPFORCE INC -GVL
4740 NW 39TH PLACE
SUITE A
GAINESVILLE FL 32653

SHIP TO
ALACHUA COUNTY
COMMUNITY SUPPORT
SERVICES
218 SE 24TH STREET
GAINESVILLE FL 32641-7516

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			**********				
			* CHANGE ORDER *				
			**********				
3			CO #2 TO INCREASE PO #110142 BY $80,000.00 FOR TEMPORARY PERSONNEL SERVICES	80000.00	NA	1.0000	80000.00
						TOTAL	130000.00

REMARKS:

ORIGINAL PO TOTAL: $ 40,000.00
CHANGE ORDER #1: $ 10,000.00
CHANGE ORDER #2: $ 80,000.00
NEW REVISED TOTAL: $130,000.00

BILLING INSTRUCTIONS TO VENDOR:

1. PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

7.13.11

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

August 9, 2011 Regular BoCC Meeting
Agenda Item #58

Title
Revised Alachua County State Housing Initiatives Partnership (SHIP) SFY 2012-2014 Local Housing Assistance Plan (Amended)

Amount
N/A

Description
Request approval of revised Alachua County State Fiscal Year (SFY) 2012-2014 SHIP Local Housing Assistance Plan (LHAP).

Recommendation
Approve revised SFY 2012-2014 SHIP Local Housing Assistance Plan and authorize Chair to sign Exhibit D, Certification to Florida Housing Finance Corporation and Exhibit E, Resolution 11__.

Alternative(s)
Amend and approve Alachua County SFY 2012-2014 SHIP LHAP and authorize Chair to sign associated documents.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
Alachua County SFY 2012-2014 SHIP Local Housing Assistance Plan Exhibit E, Resolution 11__.

Documents Requiring Action
Alachua County SFY 2012-2014 SHIP Local Housing Assistance Plan Exhibit E, Resolution 11__

Executive Summary
The Alachua County SFY 2012-2014 SHIP Local Housing Assistance Plan is a three year plan that delineates how SHIP funds will be spent to preserve and maintain affordable housing in Alachua County. The Board approved this plan on April 26, 2011. Staff submitted it to The Florida Housing Finance Corporation for approval. The Plan was reviewed and approved with comments. The underline and strikethrough in this document represents the revisions requested by the Florida Housing Finance Corporation. Alachua County will be receiving $184,000 in SFY 2011-2012 in SHIP funding.

Background
The SHIP Program is funded by documentary stamps and distributed by the Florida Housing Finance Corporation to eligible local governments, on a population based formula. The Florida Housing Finance Corporation requires that a new SHIP LHAP be sumbitted by each local govenrment every three years. The SHIP Review Committee at Florida Housing Finance Corporation, reviewed Alachua County's SFY 2012-2014 SHIP LHAP on May 4, 2011 and approved the plan with the provision that certain technical corrections or clarifications be made to the document.

Issues
Technical corrections to Alachua County's SHIP Local Housing Assistance Plan, as requested by Florida Housing Finance

Corporation, must be made to the plan and submitted to the State of Florida to allow the Florida Housing Finance Corporation to release SFY 2011-2012 SHIP funds to Alachua County.

Fiscal Recommendation
This recommendation has no adverse fiscal impact on Alachua County.

Fiscal Alternative(s)
n/a

Funding Sources
Alachua County SHIP Housing Trust Fund

Account Code(s)
TBD

Attachment: LHAP Reso and Plan Final.pdf

EXHIBIT E
ADOPTING RESOLUTION
ALACHUA COUNT BOARD OF COUNTY COMMISSIONERS
RESOLUTION 1179

A RESOLUTION OF THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *Chapter 67-37.005(6)(f)3, F.A.C, i*t is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing

distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Growth Management Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for the Alachua County Board of County Commissioners to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE Alachua County Board of County Commissioners OF Alachua County, FLORIDA that:

Section 1: Board of County Commissioners of Alachua County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2012, 2013, and 2014.

Section 2: The Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

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

DULY ADOPTED THIS 22ND DAY OF AUGUST 9, 2011.

Lee Pinkoson, Chair

(CORPORATE SEAL)

ATTEST:

J.K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

Alachua County Attorney

LHAP Template (6/06)
67-37.005 F.A.C.

ALACHUA COUNTY

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

LOCAL HOUSING ASSISTANCE PLAN

STATE FISCAL YEARS
2011-2012 / 2012-2013 / 2013-2014

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:
ALACHUA COUNTY DEPARTMENT OF GROWTH MANAGEMENT

Approved by the Board April 26, 2011

Submitted to Board for Revision August 9, 2011

I. PROGRAM DESCRIPTION:

A. Name of the participating local government and Inter local if Applicable:

Alachua County Board of County Commissioners

Inter local : Yes __x_____ No_____

Name of participating local government(s) in the Inter local Agreement;

City of Gainesville Special Needs Inter local Agreement

A copy of the Inter local Agreement is attached as Exhibit H.

B. Purpose of the program:

Creation of the Plan is for the purpose of meeting the housing needs of the very low, low and moderate income households, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan:
2011-2012, 2012-2013, 2013-2014

D. Governance.

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37.007 Florida Administrative Code.
The SHIP Program does further the housing element of the local government Comprehensive Plan.

Cities and Counties must be in compliance with these applicable statutes and rules.

E. Local Housing Partnership
Alachua County continues to build active partnerships among community-based organizations, for-profit housing developers, lending institutions, nonprofit providers of affordable housing, local municipalities, providers of professional services relating to affordable housing and social service organizations working on behalf of persons with special housing needs.

1. **Leveraging:**

The Plans are intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. **Public Input:**

Public input was solicited through face to face meetings with builders, lenders, realtors, and other housing professionals.

H. **Advertising and Outreach**

Alachua County shall advertise the notice of funding availability in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. **Discrimination:**

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

J. **Support Services and Counseling**:

Numerous support services are available to households assisted through the SHIP Local Housing Assistance Plan. Administered jointly by Alachua County and the City of Gainesville, The First Time Home Buyer Training Program is available for potential applicants for County and City SHIP Down Payment Assistance Programs. First-time Home Buyer Training is also available through Neighborhood Housing Development Corporation (NHDC), a SHIP-sponsored non-profit agency.

K. **Purchase Price Limits:**

The sales price of new and existing units, which can be lower but may not 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

_____ Independent Study (copy attached)
___xx U.S. Treasury Department
_____ Local HFA Numbers

The purchase price limit for new and existing homes is shown on the Housing Delivery Goals Charts

L. Income Limits, Rent Limits and Affordability:

The Income and Rent Limits used in the SHIP Program are updated annually from the Department of Housing and Urban Development and distributed by Florida Housing Finance Corporation. Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 F.S. However it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

M. Welfare Transition Program:

Should a eligible sponsor be used, the city/county has developed a qualification system and selection criteria for applications for Awards to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employed personnel from the Welfare Transition Program will be given preference in the selection process.

N. Monitoring and First Right of Refusal:

In the case of rental housing, the staff or entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored for at least annually for 15 years or the term of assistance whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. Administrative Budget:

A detailed listing including line-item budget of proposed Administrative Expenditures is attached as Exhibit A. These are presented on an annual basis for each State fiscal year submitted.

The Alachua County Board of County Commissioners finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan. Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, provides:

A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

The Alachua County Board of County Commissioners has adopted the above findings in the attached resolution, Exhibit E.

P. Program Administration:

Administration of the local housing assistance plan is the responsibility of the Department of Growth Management of *Alachua County.* The Alachua County Community Support Services Department will administer the Rental Deposit Assistance Program.

Q. Essential Service Personnel:

Essential Service personnel for this plan shall be defined as teachers and educators; school district, community college, and university employees; police; fire emergency services personnel; code enforcement personnel; health care personnel, and skilled building trades personnel.

R. **Description of initiatives that encourage or require innovative design, green building principles, storm resistant construction or other elements that reduce long term costs** relating to maintenance, utilities or insurance. Alachua County recently approved an Energy Element to its Comprehensive Plan . Below are excerpts from the County's recently adopted Energy Element.

SECTION 2 – THE BUILT ENVIRONMENT

OBJECTIVE 2.1: Community

Encourage energy conservation and energy-efficient design in the built environment of Alachua County.

Policy 2.1.1

The land development regulations shall provide, and encourage the use of, energy efficient design techniques such as passive solar design for streets and houses, sustainable landscaping, and techniques identified in Objective 5.1 of the Conservation and Open Space Element and Policy 2.2.5 of the Housing Element.

Policy 2.1.2

Work with the community to develop an incentive program to encourage new structures and retrofits to exceed the required minimum energy and water efficiency standards of the Florida Building Code.

Policy 2.1.2.1

As one incentive, the County shall develop a program where the efficiency rating of a structure, such as the Energy Performance Level (EPL) rating for residential structures or the equivalent for non-residential structures, can be used as a basis for recognition of buildings exceeding a defined threshold for efficiency.

Policy 2.1.2.2

Owners of recognized structures shall be encouraged to participate in a performance monitoring program to track the energy usage of the buildings over time, as an indicator of success in achieving reductions.

Policy 2.1.2.3

The incentive program shall be evaluated periodically to determine whether adjustments to the established threshold are warranted.

Policy 2.1.3 Alachua County shall work with other local governments and local groups and organizations to develop a community weatherization program to improve the energy efficiency of existing structures.

II. LHAP HOUSING STRATEGIES

A. DOWN PAYMENT WITH CONSTRUCTION/REHABILITATION ASSISTANCE PROGRAM

a. Summary of the Strategy

The Down Payment with Construction/Rehabilitation Assistance Program will provide down payment, closing cost, and rehabilitation assistance to eligible home buyers of eligible homes. Lender guidelines have been established to ensure that households are not cost burdened by housing payments after receiving SHIP assistance.

i. Assistance for the purchase of homes requiring rehabilitation

Funds will be made available for home repairs to assist eligible households with the purchase of existing homes in need of rehabilitation. A maximum SHIP award, as established by resolution, will be available for down payment, closing cost assistance, and home repairs. Eligible home repairs include but are not limited to the cost of labor and materials for:

1. Repairs needed to meet or exceed the requirements of the Florida Building Code, ss. 553.70-553.898 F.S., as amended and adopted by Alachua County Ordinance 02-01.
2. Roof repair or replacement.
3. Repair, replacement, or provision of heating and/or cooling system.
4. Energy conservation measures such as insulation, weather-stripping, etc.
5. Alterations to the unit's exterior or interior to provide greater accessibility for the disabled, as defined by the Social Security Act, or for family members over the age of 62.
6. Other repairs as recommended by a certified SHIP inspector and approved by the Alachua County SHIP program.

Repairs will be completed within 90 days of closing.

ii. Assistance for the purchase of newly constructed homes

Funds will be made available to assist eligible households with the purchase of newly constructed homes. A SHIP award will be available for down payment, and closing cost assistance for homes meeting the following definitions:

1. If a home is being constructed involving a construction agreement between the eligible home buyer and a licensed general contractor.
2. If a home has obtained a certificate of occupancy in the 12 month period preceding the contract for sale and purchase.
3. If a home was built as a model home and has never been occupied.
4. If the final appraised value (including land value), is less than or equal to the

maximum purchase price.

b. Fiscal Years Covered

The Down Payment with Construction/Rehabilitation Assistance Program will be available in FY 2011-2012, 2012-2013, and 2013-2014.

c. Income Categories to Be Served

The income categories to be served are low and very low income households up to 80% AMI per the U.S. Department of Housing and Urban Development (HUD) Income Limits for Gainesville MSA, as updated and distributed annually by the Florida Housing Finance Corporation.

d. Maximum Award

See Exhibit C: Housing Delivery Goal Charts for the maximum awards for SFY 2011-2012 2012-2013 and SFY 2013-2014 funding.

e. Terms, Recapture, & Default

Funding for this program will be provided on a first-come first-served basis in the form of a zero-interest, 10 year deferred payment loan. **Payment is due in full upon sale if sold anytime within the 10 year term.** If sold after the 10 year term, no repayment is required. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE TEN YEAR TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.** ~~As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will not have to be repaid.~~ Any down payment, closing cost, or rehab assistance will be included in a recorded mortgage and will be subject to the above recapture provisions. Default of the loan occurs if the mortgagor no longer resides in the home as the principal residence, or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the property, or if the Property is leased or rented. A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the Alachua County SHIP Program. A portion of the deferred payment second mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the home must be sold due to a catastrophic event (i.e. borrower's death or divorce, an extended illness of the borrower or a close family member who depends primarily on the borrower for support, etc. All repayments from this program shall be considered program income.

f. Recipient Selection Criteria

Eligible applicants meeting the following threshold requirements will be served on a first come first served basis:

1. Be very low or low- income under applicable U.S. Department of Housing and Urban Development (HUD) income guidelines, as updated and distributed annually by the Florida Housing Finance Corporation.

2. Be a first-time home buyer, defined as persons or households who have not owned a home other than a mobile home or a manufactured home during the three-year period immediately prior to purchase with SHIP funds, except that the following persons shall not be excluded from consideration as a first-time home buyer:
   - Single parent, as defined by HUD.
   - Displaced homemaker, as defined by HUD or displaced from homeownership by divorce.
   - An individual or household living in a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure.

3. Have successfully completed a Home Buyer Education Workshop as evidenced by a certificate of attendance issued by a HUD Approved Counseling Agency, which must be obtained prior to attending closing and preferably prior to signing a sales contract.

4. Be qualified for purchase through a lending institution, as evidenced by an Executed Mortgage Loan commitment. Private investors and seller financing is not permitted.

5. Have an executed sales contract in the name of the applicant to purchase an eligible home.

Eligible homes must meet the following threshold requirements:

1. Eligible homes shall be located in Alachua County outside the city limits of Gainesville.
2. Maximum property values for new construction or for existing units after rehabilitation shall be as identified in the attached Exhibit C: Housing Goals Charts.
3. Mortgage payments (including principal, interest, taxes, and insurance, may not exceed 36% of the household's gross monthly income.
4. Each unit must meet and may exceed minimum housing code.
5. Manufactured homes must be two years old or newer.

g. Sponsor Selection Criteria

Not applicable.

h. Additional Information

Clients will be referred to the Alachua County Housing Finance Authority's Single Family Mortgage Revenue Bond Program, the Florida Housing Finance Corporation's First Time Homebuyer Program, Rural Development, and other available funding.

B. HOME REPAIR PROGRAM

a. Summary of the Strategy

The Home Repair Program is designed for the rehabilitation of owner occupied single family housing. Eligible activities include: emergency repair/rehabilitation of substandard housing, moderate housing rehabilitation, and leveraging for state/federal grant or loan programs (ex. CDBG, HOME). To be designated as an Emergency Repair Project, the unit must be the dwelling of a household receiving less than 50% of the Area Median Income, adjusted for family size; OR be the dwelling of a disabled person as defined by the Social Security Act, AND be in a severely distressed state such as a dwelling where continued habitation would put the owner at serious physical risk, and defined as such by approved County inspectors. ~~Sub-recipients may be not for profit or for profit housing providers. Funding for sub-recipients will be awarded on a competitive basis.~~ Alachua County may designate funding from this strategy for its own match with CDBG, or may use to target this funding for specific neighborhood projects at its own discretion.

b. Fiscal year(s) Covered

The Home Repair Program will be available in FY 2012, 2013, and 2014.

d. Income Categories to Be Served

The income categories to be served are low and very low income households up to 80% AMI per the U.S. Department of Housing and Urban Development (HUD) Income Limits for Gainesville MSA, as updated and distributed annually by the Florida Housing Finance Corporation.

d. Maximum Award: See housing delivery goals charts

e. Terms, Recapture, and Default

Funding for this program will be provided on a first-come first-served basis in the form of a zero-interest, 10 year, forgiven, deferred payment loan. ~~Funding shall be provided in the form of a zero-interest, 10 year, forgiven, deferred payment loan~~. Each year the

owner resides in the assisted unit, the loan principal shall be reduced by 10%. At the end of the tenth year, the agreement shall be fully forgiven. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE FIVE YEAR TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY.** ~~expire of its own accord. As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will not have to be repaid.~~ All rehab assistance will be included in a recorded mortgage and will be subject to the above recapture provisions. Any eligible developer fee charged by the sub-recipient shall be considered as a grant to the homeowner and shall require no re-payment by the homeowner. All repayments from this program shall be considered program income.

Default of the loan occurs if the mortgagor no longer resides in the home as the principal residence, or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the property, or if the Property is leased or rented within the ten year term. A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the Alachua County SHIP Program.

A portion of the deferred payment second mortgage may be forgiven in cases where the loan to value ratio exceeds 100% and the home must be sold due to a catastrophic event, (i.e. borrower's death or divorce, an extended illness of the borrower or a close family member who depends primarily on the borrower for support, etc.)

f. Recipient Selection Criteria

1. The assisted unit must be owner occupied, the primary residence of the owner, must be located in Alachua County, and outside the City of Gainesville.

2. Manufactured homes older than 2 years are ineligible for this program. All units must meet the standards of Florida Statutes in Chapter 553, Building Construction Standards.

3. Property taxes must be paid current on the unit to be assisted.

4. Client selection will be on a first-come, first-served basis, unless otherwise specified by the sub-recipient in its application or matching fund source. No client who has

received home repairs under SHIP shall be eligible to re-apply for assistance for a period of five years from the date they have been completed.

5. Maximum property values for existing units after rehabilitation shall not exceed maximum purchase price for new or existing single family housing as established by the Housing Delivery Goals Chart.

6. Each unit, with the exception of emergency repairs, must meet and may exceed minimum housing code.

g. Sub-recipient Selection Criteria
Not applicable.

h. Additional Information
None

C. DISASTER MITIGATION/RECOVERY PROGRAM

a. Summary of Strategy

The Disaster Mitigation/Recovery Program is made available to applicants whose homes have been damaged in a disaster declared by Executive Order of the Governor. SHIP funds would be used to leverage available federal, state, and insurance funds to provide assistance to eligible households for the purpose of repairing eligible housing. Use of funds would include purchase of emergency supplies to weatherproof damaged homes, interim repairs to avoid further damage, tree and debris removal required to make the housing units habitable and post-disaster assistance for non-insured repairs required in order for the unit to meet the County's minimum housing standards. Funding may also be used for homeowner relocation expenses such as security deposit for eligible recipients that have been displaced from their homes due to damage from a declared disaster.

b. Fiscal Years Covered

Fiscal year covered will be SFY 2011-2012, 2012-2013 and 2013-2014.

c. Income Categories to be served

Very low, low, and moderate income households, as defined by Section 420.9071, F.S., will be served. ~~as well as households earning up to 120% of the Area Median Income (AMI).~~

d. Maximum award is noted on the Housing Delivery Goals Chart

e. Terms, Recapture, and Default

Funding for this program will be provided on a first-come first-served basis in the form of zero-interest, 10 year deferred payment loan. Payment is due in full upon sale if sold within the 10 year term. **IN THE EVENT THAT THE SOLE OWNER OR ALL OWNERS EXECUTING THIS AGREEMENT ARE DECEASED DURING THE FIVE YEAR TERM THEREOF, THE AGREEMENT SHALL BE CONSIDERED SATISFIED, AND WILL NO LONGER CONSTITUTE A LIEN AGAINST THE PROPERTY** ~~As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will not have to be repaid~~. If sold after the 10 year term, no repayment is required. Any assistance will be included in a recorded mortgage and will be subject to the above recapture provisions. Default of the loan occurs if the mortgagor no longer resides in the home as the principal residence, or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the property, or if the Property is leased or rented. A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the Alachua County SHIP Program. All repayments from this program shall considered program income.

A portion of the deferred payment second mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the home must be sold due to a catastrophic event (i.e. borrower's death or divorce, an extended illness of the borrower or a close family member who depends primarily on the borrower for support, etc.).

f. Recipient Selection Criteria

Applicants must own and occupy the assisted property as a principal residence. The residence must have been damaged in a declared natural disaster. Applicants will be assisted on a first come, first served basis.

g. Sponsor Selection Criteria

Not Applicable

h. Additional Information

SHIP disaster funds may not be used to purchase or repair mobile homes.

D. SPECIAL NEEDS PROGRAM

a. Summary of the Strategy

Through an interlocal agreement, Alachua County and the City of Gainesville will jointly sponsor the Special Needs Program targeted to the construction and rehabilitation of temporary, transitional, or long-term rental housing addressing the housing needs of persons who have special housing needs as defined in Chapter 67-37.002 (~~13~~ 21), Florida Administrative Code. Funding for this program will be provided in the form of a zero-interest, deferred payment, due-on-sale loan for eligible construction and rehabilitation costs or to a maximum dollar amount per unit for construction or rehabilitation purposes.

b. Fiscal Years Covered

The Special Needs Program will be available in FY ~~2011-2012~~, 2012-2013, and 2013-2014.

c. Income Categories to Be Served

The income categories to be served are very low households as per the U.S. Department of Housing and Urban Development (HUD) Income Limits for Gainesville MSA, as updated and distributed annually by the Florida Housing Finance Corporation.

d. Maximum Award

See Housing Deliveries Goals Charts.

e. Terms, Recapture, & Default

Funding for this program will be provided on a first-come first-served basis in the form of a zero-interest, 15 year deferred payment loan. Payment is due upon sale if sold within the 15 year term. Eligible sponsors that offer special needs housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons. If sold after fifteen years, no repayment is required. Tenant eligibility will be monitored at least annually for 15 years or the term of assistance whichever is longer unless the original amount of the loan is $3,000 or less.

As long as the sponsor agency awarded SHIP funds continues to own and operate the assisted property to benefit low and very-low income persons with special housing needs during the term of the mortgage, then the loan will not have to be repaid. All SHIP funds awarded under this program will be included in a recorded mortgage and will be subject to the above recapture provisions. Default of the loan occurs if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the

property, or if the Property is leased or rented. A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the Alachua County SHIP Program. All repayments from this program shall be considered program income.

f. Recipient Selection Criteria

See Exhibit H - SHIP Special Needs Inter-local Agreement, Program Guidelines (Attachment I).

g. Sponsor Selection Criteria

Available funds will be jointly advertised by Alachua County and the City of Gainesville. Alachua County and the City of Gainesville will enter into separate contracts with the entities awarded funding. Applications will be accepted from non-profit and quasi-governmental agencies for specific projects. Applications will be reviewed by Alachua County and the City of Gainesville staff, who will make recommendations for funding of the projects that provide the most effective use of funds for housing and other services producing the greatest benefit to low and very-low income persons on a county-wide basis. The recommendations for funding, to be awarded by Alachua County, will be forwarded to the Alachua County Board of County Commissioners for approval. Agencies must demonstrate that funding and financing used for matching SHIP Special Needs funds will be available before SHIP funds will be committed and certify that assisted individuals or households qualify as very-low or low income. Preference will be given to eligible sponsors that provide employment opportunities to clients of the state Work and Gain Economic Self Sufficiency (WELFARE TRANSITION PROGRAM) Program. See Exhibit H - SHIP Special Needs Interlocal Agreement, Program Guidelines (Attachment I).

h. Additional Information

SHIP funds may be used as leverage funds for the HUD Continuum of Care grant program or with any other applicable private funding sources or local, state, or federal programs.

E. RENTAL DEPOSIT PROGRAM

a. Summary of the Strategy

The Rental Deposit Assistance Program provides funding to pay rental security and utility deposits on behalf of eligible very low income persons and/or households within Alachua County. Eligible utility deposits include only provider-mandated deposits for water, sewer, electricity, and gas. Rental Deposit funds may also be used to pay project delivery costs associated with strategy implementation such as inspection fees to ensure the unit meets Section 8 Housing Quality Standards. To ensure maximum effectiveness and integrity, this program ~~the PRDAP~~ will be coordinated with rental security and/or utility deposit assistance provided by other agencies. This program will be administered by the Alachua County Department of Community Support Services with oversight from the Department of Growth Management.

e. Fiscal Years Covered

The program will be available in SFY ~~2012~~, 2013, and 2014.

f. Income Categories to Be Served

Extremely Low and Very low income households will be served per the U.S. Department of Housing and Urban Development (HUD) Income Limits for Gainesville MSA as updated and distributed annually by the Florida Housing Finance Corporation.

g. Maximum Award is noted on Housing Delivery Goals Chart

h. Terms, Recapture, and Default

Assistance to eligible applicants under this strategy will be in the form of a grant and will not be subject to recapture from the tenant.

i. Recipient Selection Criteria

Eligible applicants will be approved for assistance subject to funding availability on a first-come, first-qualified, first-served basis using the following criteria:

- Applicants must meet income eligibility requirements.

- Applicants must demonstrate that they can afford the monthly rent and utilities for their selected unit.
- Applicants assisted under this strategy must lease, for at least one year, a dwelling unit which meets Section 8 Housing Quality Standards.
- Monthly rents may not exceed maximum rents as established by the Florida Housing Finance Corporation's annual Rent Schedule.
- Assistance is one-time only; applicants must not have been previously assisted. ~~By the PRDAP.~~
- Applicants must show proof of residence in Alachua County.
- Applicant must be the primary tenant of the dwelling unit to be leased.
- Applicant may not be a college student unless employed 25 hours per week or more.
- Applicants will be assisted on a first come, first qualified, first served basis.

g. Sponsor Selection Criteria

~~The Alachua County Department of Community Support Services will administer this Pilot Program with oversight from the Department of Growth Management.~~

N/A

h. Additional information

N/A

III. LHAP INCENTIVE STRATEGIES

1. Expedited Permitting Process for Affordable Housing* (Required)

Permits as defined in F.S. 163.3164 (7) and (8) for affordable housing projects are expedited to a greater degree than other projects. In the case when a backlog of applications for development approval occurs, resulting in delays in processing applications within the regularly scheduled time-frame, for profit and not for profit permits for affordable housing projects are assigned priority for review and processing. Permits shall be available within six business days after the application is found sufficient. This policy was implemented through Unified Land Development Code (ULDC) Chapter 402.03.5

2. Modification of Impact Fees for Affordable Housing

Alachua County provides General Revenue Funding to offset the cost of impact fees for affordable housing units. An increase on the budget from $25,000 to $100,000 may be considered if appropriate monitoring methods are established to reflect expenditures that justify this action. The procedures for this program were adopted April 12, 2005 in the Alachua County Development Impact Fees Administration Manual.

3. **The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.**
The new ULDC allows for long term concurrency reservation for Affordable Housing Developments without utilizing the Planned Development (P.D.) process. (Chapter 407.121 b, ULDC). Traffic capacity on many major County roads is limited. Therefore, the reservation of traffic concurrency is a critical element of the development approval process. Without a Planned Development zoning approval, concurrency reservations are normally limited to six months with Preliminary Plan approval and one year after final development plan approval. Not having a longer term reservation limits most development projects to one phase of construction. With a Planned Development approved by the Board of County Commissioners through a public hearing process, developments may be built in multiple phases over several years with the certainty of having reserved traffic capacity reserved for all of the phases. The incentive of offering long term concurrency reservations with a development plan approval for an affordable housing project allows for long term multi-phase projects without the additional effort, time, and costs required to pursue a planned development zoning approval.

4. **Allowance for Accessory Dwelling Units-in Residential units in residential zoning Districts**

Chapter 404.24, Unified Land Development Code (ULDC)
Accessory dwelling units are allowed by right with certain limitations on homesteaded lots in all residential zoning districts. This incentive creates an opportunity for affordable rental units to be included within market rate single family developments. As part of the EAR process, the limitations of accessory units have been identified for evaluation.

5. **Reduction in parking and setback requirements for affordable housing**
Chapter 407, ULDC, allows flexibility in parking requirements by providing options for shared parking for mixed use projects or uses that are adjacent to one another and provides allowances for reductions in off street parking requirements.

6. **The allowance of flexible lot configurations, including zero –lot-line configurations, for affordable housing***
The Unified Land Development Code, Chapter 403. Article 3, implemented density based zoning districts that allow for flexible lot sizes and better utilization of densities allowed within land uses. The Unified Land Development Code contains a provision to allow mixed

unit types by right (Single family and attached units) in residential zoning districts, allowing for more density and a greater range of unit prices. This in turn creates opportunities to include affordable housing units in market rate developments.

7. **Modification of street requirements for affordable housing**
   Alachua County has a range of street standards, depending on street volume, which are intended to minimize street width requirements. There are no further recommendations on this issue at this time.

8. **Establishment of an ongoing Review Process** (Required)
   Alachua County provides for the development of an expanded process to review local policies, ordinances, regulations, and comprehensive plan provisions which significantly increase the cost of housing. This initiative is administered through public advertisement of proposed new land development regulations and invitation of public comment on housing cost impact/.
   Staff analysis is required for any comprehensive plan amendments or land development regulation text amendments, prior to adoption, to evaluate the impact(s) on the cost of housing, and to incorporate the findings in the staff report. This was implemented by a memo dated March 30, 2009 by the Alachua County Department of Growth Management.

9. **Development of an inventory list of locally-owned public lands appropriate for use as affordable housing* (Required incentive)**
   Alachua County, in accordance with Florida Statutes, requires that every three years a review of County-owned lands be completed to determine if any are appropriate for use as affordable housing and conducted its evaluation at a scheduled public hearing. This policy was implemented through Resolution 08-28 on March 25, 2008.

10. **Support for development and growth near transportation hubs, major employers, and mixed-use centers.**
    This is a theme of many policies in the Comprehensive Plan. Key EAR issues to be evaluated include these same policies.

*Indicates Specified Areas for Review per Florida Statutes 420.9076

11. **Increased Number of Attached Units**
    Chapter 404.20(d) ULDC, contains a provision to increase the number of attached units allowed from four to eight units for Affordable Housing Developments.

12. **Development Review Application Fee**
    The County Manager may waive development review application fees and charges to not-for-profit corporations that submit affordable housing projects. This policy is annually approved through the Alachua County fee schedule by the Board of County Commissioners.

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan. Exhibit A.

B. Timeline for Encumbrance and Expenditure: *Chapter 67-37.005(6)(d) and (f) F.A.C.*
A separate timeline for each fiscal year covered in this plan is attached as Exhibit B.
Program funds will be encumbered by June 30 one year following the end of the applicable state fiscal year. Program funds will be fully expended within 24 months of the end of the applicable State fiscal year.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan:
Completed HDGC for each fiscal year is attached as Exhibit C.

D. Certification Page:
Signed Certification is attached as Exhibit D.

E. Adopting Resolution:
Original signed, dated, witnessed or attested adopting resolution is attached as Exhibit E.

F. Program Information Sheet:
Completed program information sheet is attached as Exhibit F.

G. Ordinance:
If changed from the original ordinance, a copy is attached as Exhibit G.

H. Inter local Agreement: attached as Exhibit H.

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A

LHAP Template 6/06 67-37.005 F.A.C.

Exhibit A Admin Budget

Fiscal Year	20111-2012	
Salaries and Benefits	$	17,500.00
Office Supplies and Equipment	$	250.00
Travel Perdiem Workshops, etc	$	400.00
Advertising	$	250.00
Printing	$	-
Communications, maintenance, etc.	$	100.00
Total	**$**	**18,500.00**

Fiscal Year	2012-2013	
Salaries and Benefits	$	17,500.00
Office Supplies and Equipment	$	250.00
Travel Perdiem Workshops, etc	$	400.00
Advertising	$	250.00
Printing	$	-
Communications, Maintenance, etc.	$	100.00
	$	**18,500.00**

Fiscal Year	2013-2014	
Salaries and Benefits	$	17,500.00
Office Supplies and Equipment	$	250.00
Travel Perdiem Workshops, etc	$	400.00
Advertising	$	250.00
Printing	$	-
Communications, Maintenance, etc.	$	100.00
Total	**$**	**18,500.00**

Based on a distribution of **$185,000**

LHAP Template 6_06

TIMETABLE FOR STATE FISCAL YEAR: 2011-2012

67-37.005 F.A.C.

Exhibit B

Name of Government: Alachua County

Program	Year	2011						2012						2012						2013						2013						2014											
Activities	Month	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Advertise Availability of Funds				x																																					
Application Period(On-Going)					x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	X	X	X	X	X	X																	
Start Program Year					x																																				
Annual Report																x												x												x			
Mid-Year Review/Adjustments							x																																			
End-Year Review/Adjustments													x												x												x						
Encumbrance Deadline																									x																		
Expenditure Deadline																																					x						
Final Program Review																																					x						

Exhibit B

TIMETABLE FOR STATE FISCAL YEAR 2012-2013

Name of Local Government: Alachua County

Program Activities	Year	2012						2013						2014										2014						2015						2015					
	Month	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Advertise Availability of Funds				x																																					
Application Period(On-Going)					x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	X	X	X	X	X	X																	
Start Program Year		x																																							
Annual Report																x												x												x			
Mid-Year Review/Adjustments							x																																			
End-Year Review/Adjustments													x												x												x						
Encumbrance Deadline																									x																	
Expenditure Deadline																																					x					
Final Program Review																																					x					

TIMETABLE FOR STATE FISCAL YEAR 2013-2014

Name of Local Government: Alachua County

Program	Year	2013						2014						2014						2015						2015									2016					
Activities	Month	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Advertise Availability of Funds		x																																							
Application Period(On-Going)			x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	X	X	X	X	X	X																
Start Program Year		x																																							
Annual Report																x												x												x			
Mid-Year Review/Adjustments							x																																		
End-Year Review/Adjustments													x												x												x					
Encumbrance Deadline																									x																	
Expenditure Deadline																																					x					
Final Program Review																																					x					

Exhibit C

Florida Housing Finance Corporation HOUSING DELIVERY GOALS CHART

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2011-2012

Please check applicable box. & if Amendment, enter number	
New Plan:	x
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: Alachua County

Available Funds:	$200,000

HOME OWNERSHIP STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars	D Total SHIP Dollars	E Total Percentage	F Total Units
1. Down Payment/ Rehabilitation	2	$7,000	8	$7,000				$81,500.00		$81,500.00	40.75%	10
										$0.00	0.00%	0
2. Home Repair Program	8	$10,000	2	$10,000	0	$0		$100,000.00		$100,000.00	50.00%	10
										$0.00	0.00%	0
3. Disaster Recovery Strategy	0	$5,000	0	$5,000	0	$5,000		$0.00		$0.00	0.00%	0
										$0.00	0.00%	0
										$0.00	0.00%	0
										$0.00		
Subtotal 1 (Home Ownership)	10		10		0		$0.00	$181,500.00	$0.00	$181,500.00	90.75%	20

RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
4. Special Needs	3	$10,000				--					0.00%	3
										$0.00	0.00%	0
5. Rental Deposit	16	$1,500									0.00%	
										$0.00	0.00%	
										$0.00	0.00%	
Subtotal 2 (Non-Home Ownership)	19		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	3
Administration Fees										$18,500.00	9.25%	
Admin. From Program Income										$0.00	0.00%	
Home Ownership Counseling											0.00%	
GRAND TOTAL Add Subtotals 1 & 2, plus all Admin, & HO Counseling	29		10		0					$200,000.00	100.00%	39
Percentage Construct/Rehab	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90.75%		
Maximum Allowable Purchase Price:							New	$160,000	Existing	$160,000		

Allocation Breakdown	Amount	%
Very-Low Income	$94,000.00	47.00%
Low Income	$87,500.00	43.75%
Moderate Income	$0.00	
TOTAL	$181,500.00	90.75%

Projected Program Income:	$5,000.00	Max Amount Program Income For Admin:	$250.00
Other Income			
Projected Recaptured Funds:	$10,000.00	$0.00	
Distribution:	185,000		
Total Available Funds:	$200,000.00		

Exhibit C

Florida Housing Financé Corporation HOUSING DELIVERY GOALS CHART

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2012-2013

Name of Local Government: Alachua County

Please check applicable box. & if Amendment, enter number	
New Plan:	X
Amendment:	
Fiscal Yr. Closeout:	

Available Funds:	$200,000

HOME OWNERSHIP STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars	D Total SHIP Dollars	E Total Percentage	F Total Units
1. Down Payment/ Rehabilitation	2	$7,000	8	$7,000				$66,500.00		$66,500.00	33.25%	10
										$0.00	0.00%	0
2. Home Repair Program	8	$10,000	2	$10,000	0	$0		$100,000.00		$100,000.00	50.00%	10
										$0.00	0.00%	0
3. Disaster Recovery Strategy	0	$5,000	0	$5,000	0	$5,000		$0.00		$0.00	0.00%	0
										$0.00	0.00%	0
										$0.00	0.00%	0
										$0.00		
Subtotal 1 (Home Ownership)	10		10		0		$0.00	$166,500.00	$0.00	$166,500.00	83.25%	20

RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
4. Special Needs		$10,000	2	$10,000	0	- -				$0.00	0.00%	2
										$0.00	0.00%	0
5. Rental Deposit	10	$1,500							$15,000.00	$15,000.00	7.50%	
										$0.00	0.00%	
										$0.00	0.00%	
Subtotal 2 (Non-Home Ownership)	10		2		0		$0.00	$0.00	$15,000.00	$15,000.00	7.50%	2
Administration Fees										$18,500.00	9.25%	
Admin. From Program Income										$0.00	0.00%	
Home Ownership Counseling											0.00%	
GRAND TOTAL Add Subtotals 1 & 2, plus all Admin. & HO Counseling	20		12		0					$200,000.00	100.00%	32
Percentage Construct/Rehab	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									83.25%		
Maximum Allowable Purchase Price:							New	$160,000	Existing	$160,000		

Allocation Breakdown	Amount	%
Very-Low Income	$94,000.00	47.00%
Low Income	$87,500.00	43.75%
Moderate Income	$0.00	
TOTAL	$181,500.00	90.75%

Projected Program Income:	$5,000.00	Max Amount Program Income For Admin:	$250.00
Other Income			
Projected Recaptured Funds:	$10,000.00		$0.00
Distribution:	185,000		
Total Available Funds:	$200,000.00		

Exhibit C

Florida Housing Finance Corporation HOUSING DELIVERY GOALS CHART

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2013-2014

Please check applicable box. & if Amendment, enter number

New Plan:	X
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: Alachua County

Available Funds: $200,000

HOME OWNERSHIP STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars	D Total SHIP Dollars	E Total Percentage	F Total Units
1. Down Payment/ Rehabilitation	2	$7,000	8	$7,000				$66,500.00		$66,500.00	33.25%	10
										$0.00	0.00%	0
2. Home Repair Program	8	$10,000	2	$10,000	0	$0		$100,000.00		$100,000.00	50.00%	10
										$0.00	0.00%	0
3. Disaster Recovery Strategy	0		0		0			$0.00		$0.00	0.00%	0
										$0.00	0.00%	0
										$0.00	0.00%	0
										$0.00		
Subtotal 1 (Home Ownership)	10		10		0		$0.00	$166,500.00	$0.00	$166,500.00	83.25%	20

RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
4. Special Needs	3	$10,000			0	--				$0.00	0.00%	3
										$0.00	0.00%	0
5. Rental Deposit	16	$1,500							$15,000.00	$15,000.00	7.50%	
										$0.00	0.00%	
										$0.00	0.00%	
Subtotal 2 (Non-Home Ownership)	19		0		0		$0.00	$0.00	$15,000.00	$15,000.00	7.50%	3
Administration Fees										$18,500.00	9.25%	
Admin. From Program Income										$0.00	0.00%	
Home Ownership Counseling											0.00%	
GRAND TOTAL Add Subtotals 1 & 2, plus all Admin. & HO Counseling	29		10		0					$200,000.00	100.00%	39
Percentage Construct/Rehab	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									83.25%		
Maximum Allowable Purchase Price:							New	$160,000	Existing	$160,000		

Allocation Breakdown	Amount	%
Very-Low Income	$144,000.00	72.00%
Low Income	$181,000.00	90.50%
Moderate Income	$0.00	
TOTAL	$325,000.00	162.50%

Projected Program Income:	$5,000.00	Max Amount Program Income For Admin:	$250.00
Other Income			
Projected Recaptured Funds:	$10,000.00	$0.00	
Distribution:	185,000		
Total Available Funds:	$200,000.00		

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Name of Local Government: **Alachua County Board of County Commissioners**

(1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.

(2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.

(3) A process for selection of recipients for funds has been developed.

(4) The eligible municipality or county has developed a qualification system for applications for awards.

(5) Recipients of funds will be required to contractually commit to program guidelines.

(6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.

(7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.

(8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.

(9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation with in 21 days after adoption.

(10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.

(11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.

13) An interlocal entity shall have its local housing assistance trust fund separately audited

for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.

Certification

(14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.

(15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, Similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.

(17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)

(18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.

(19) The provisions of Chapter 83-220, Laws of Florida ____***has*** *or* _xx___ ***has not*** been implemented.

Witness

Witness

Chief Elected Official or designee

Lee Pinkoson, Chair

8/9/2011
Date

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

OR

Attest:
(Seal)

EXHIBIT E
ADOPTING RESOLUTION
ALACHUA COUNT BOARD OF COUNTY COMMISSIONERS
RESOLUTION 11-___

A RESOLUTION OF THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *Chapter 67-37.005(6)(f)3, F.A.C, i*t is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing

distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Growth Management Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for the Alachua County Board of County Commissioners to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE Alachua County Board of County Commissioners OF Alachua County, FLORIDA that:

Section 1: Board of County Commissioners of Alachua County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2012, 2013, and 2014.

Section 2: The Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

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

DULY ADOPTED THIS 22ND DAY OF AUGUST 9, 2011.

_____
Lee Pinkoson, Chair

(CORPORATE SEAL)

ATTEST:

APPROVED AS TO FORM

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

_____
Alachua County Attorney

LHAP Template 6/06
Exhibit F
67-37.005 F.A.C.

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
INFORMATION SHEET

LOCAL GOVERNMENT: Alachua County Board of County Commissioners

CHIEF ELECTED OFFICIAL (Mayor, Chairman, etc.): Lee Pinkoson,Chair

ADDRESS: 12 S.E. 1st Street

Gainesville, Florida

32601

SHIP ADMINISTRATOR: Tom Webster, Housing Programs Manager

ADDRESS: 10 SW 2nd Avenue, Gainesville, FL 32601

TELEPHONE: (352) 337-6285_____ FAX:(352) 381-0124_____

EMAIL ADDRESS: twebster@alachuacounty.us

ADDITIONAL SHIP CONTACT: Jenny O. Poole, Program Coordinator

Address: 10 SW 2nd Avenue, Gainesville, FL

EMAIL ADDRESS: jopoole@alachuacounty.us

INTERLOCAL AGREEMENT: **YES**/NO (IF yes, list other participants in the inter-local agreement): City of Gainesville: Special Needs Agreement

The following information must be furnished to the Corporation before any funds can be disbursed.

LOCAL GOVERNMENT EMPLOYER FEDERAL ID NUMBER: 59-6000501_____

MAIL DISBURSEMENT TO: Alachua County Clerk of the Circuit Court

Finance and Accounting; P.O. Box 939

Gainesville, FL 32602

ADDRESS: See Above:

OR IF YOUR FUNDS ARE ELECTRONICALLY TRANSFERRED PLEASE COMPLETE THE ATTACHED FORM:

xx NO CHANGE FROM PREVIOUS ELECTRONIC FORM SUBMITTED.

Provide any additional updates the Corporation should be aware of in the space below:

_____

_____

_____

Please return this form to: SHIP PROGRAM MANAGER, FHFC 227 N. BRONOUGH ST, STE 5000 TALLAHASSEE, FL 32301 Fax: (850) 922-7253

August 9, 2011 Regular BoCC Meeting
Agenda Item #59

Title
NSP Land Use Restriction Agreements (Amended)

Amount
N/A

Description
Neighborhood Stabilization Program (NSP) Land Use Restriction Agreements (LURA)

Recommendation
Authorize Chair to sign six NSP Land Use Restriction Agreements.

Alternative(s)
Do not authorize Chair to sign six NSP Land Use Restriction Agreements.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
Land Use Restriction Agreements (6)

Documents Requiring Action
LURA for NSP 10 LURA for NSP 19 LURA for NSP 20 LURA for NSP 21 LURA for NSP 22 LURA for NSP 24

Executive Summary
These Land Use Restriction Agreements are necessary documents to transfer six NSP properties to the Alachua County Housing Authority. These properties will be used as permanent affordable rental housing for income eligible households for a period of 15 years. The LURA is a deed restriction, limiting the use of these properties for this purpose.

Background
Alachua County entered into the NSP Subrecipient Agreement with the Alachua County Housing Authority on October 26, 2010. Under this agreement, six NSP properties, selected by the Alachua County Housing Authority, (ACHA) and purchased by Alachua County, will be transferred to ACHA. These properties must be rented to income eligible households for a period of fifteen years, as permanent rental housing. The LURA is the legal document used to restrict the use of these properties for this purpose. In addition to the LURAs, ACHA will sign a note and mortgage for each property for the full after rehab appraised value. The NSP grant requires that these properties be used as permanent rental housing. Therefore NSP rental properties may not be used as any type of transitional housing.

Issues
The Alachua County Housing Authority has requested that the LURAs for the six NSP properties be executed by the Board prior to the real estate closing at which time ACHA will execute the documents.

Fiscal Recommendation
This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)
n/a

Funding Sources
Alachua County Neighborhood Stabilization Program

Account Code(s)
n/a

Attachment: LURA NSP 22 Final.pdf
Attachment: LURA NSP 21 Final.pdf
Attachment: LURA NSP 24 Final.pdf
Attachment: LURA NSP 10 Final.pdf
Attachment: LURA MSP 19 Final.pdf
Attachment: LURA NSP 20 Final.pdf

NSP Number: NSP010

ALACHUA COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
LAND USE RESTRICTION AGREEMENT

THIS AGREEMENT, hereinafter referred to as the "Agreement", entered into in Alachua County, Florida on, August 9, 2011 by and between the Alachua County Board of County Commissioners, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", the address of which is 12 S.E. First Street, Gainesville, FL 32601, and the Alachua County Housing Authority, a public housing authority existing under the laws of the State of Florida, hereinafter referred to as the "Borrower", the address of which is 703 NE 1st Street, Gainesville, FL 32601.

Borrower has obtained an NSP loan from the County for the transfer of foreclosed single family residences to provide permanent rental affordable housing opportunities for Very Low Income (50% of area median income) persons or households in accordance with the terms of the Neighborhood Stabilization Program Subrecipient Agreement dated October 26, 2010 between the County and the Borrower. The Loan is evidenced by a Note dated _____ and is secured by a Mortgage on certain real estate located in the County of Alachua, Florida as more specifically described on **Exhibit A** hereto (the "Property"). The Borrower agrees to restrict the use of such property pursuant to the terms hereof as a condition of making the Loan. The Note, Mortgage and this LURA are referred to collectively as the "Loan Documents". Therefore, in consideration of the Loan from the County to Borrower, the Borrower does hereby agree that the Property is subject to the following restrictions:

1. The Property and the improvements located thereon must be used during the Restriction Period (defined below) for permanent rental housing for eligible persons or families whose income does not exceed **Fifty Percent (50%)** of area median income as defined by HUD, for the area in which the Property is located, to be determined by HUD adjusted for family size. The Restriction Period means the period beginning on the date the Property is acquired by Borrower and ending fifteen (15) years after such date.

2. Every NSP-assisted rental unit shall be subject to rent limits designed to help make rents affordable to households with incomes less than 50% of area median income, adjusted for household size. These maximum rents are referred to as "Fair Market" rents published by the U. S. Department of Housing and Urban Development for the City of Gainesville Metropolitan Statistical Area.

3. In the event that rental payments for any rental unit exceed the Borrower's reasonable costs associated with that unit, such "program income" shall be reported to and transferred to Alachua County in compliance with NSP guidelines.

4. Borrower shall not transfer, assign, dispose of, encumber or refinance the Property without written approval by the County and compliance with the terms and conditions of the Sub Recipient Agreement, Note and Mortgage (together with this LURA, the "Loan Documents") executed and delivered in connection with the Loan.

5. If Borrower defaults in the performance of any of its obligations under this LURA, the County shall be entitled to apply to any court having jurisdiction over the subject matter for specific performance of this LURA, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this LURA, to recover from the Borrower, the Indebtedness under the Loan, as well as any other monetary damages, together with the cost and expenses of any proceedings for the collection thereof caused by such default, or for such relief as may be appropriate. The County also shall be entitled to recover its reasonable attorney's fees and costs.

6. This LURA shall inure to the benefit of, and shall be binding upon the respective successors and assigns in the title to the property.

7. This LURA and its restrictions, covenants and representations shall not terminate if, during the Restriction Period, the Property or any improvements located thereon is damaged or destroyed by fire, condemnation or other casualty and the insurance or condemnation proceeds received as a result of such fire, condemnation or other casualty are used for any purpose other than repayment of the Loan. For the duration of the Restriction Period, in the event of an involuntary non-compliance caused by seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure, this LURA and its restrictions, covenants, and representations shall be binding upon any successor in title to the Borrower as a covenant running with the land.

8. This LURA shall not be amended, revised or terminated prior to the termination of covenants, representations and restrictions provided for herein except by an instrument in writing duly executed by the County and the Borrower or their respective successors or assigns and duly recorded.

9. This LURA shall be governed by the laws of the State of Florida and applicable federal laws.

10. If any provision hereof is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining portions shall not in any way be affected.

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

ALACHUA COUNTY, FLORIDA

By:_____
LEE PINKOSON, CHAIR
Chair, Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ALACHUA COUNTY HOUSING AUTHORITY

ATTEST (By Corporate Officer)

By:_____

Print:_____

Title: _____

By:_____

Print: _____

Title:_____

LEGAL DESCRIPTION

For a point of reference, commence at the intersection of the Northerly right-of-way line of Northwest 6th Avenue and the Westerly right-of-way line of Northwest 1st Street; thence run North 00°10'34" West, on said Westerly right-of-way line, a distance of 50.04 feet to the Point of Beginning; thence continue North 00°10'34" West on said Westerly right-of-way line, a distance of 50.04 feet; thence departing said Westerly right-of-way line, run South 89°38'11" West, a distance of 99.92 feet; thence run South 00°08'31" East, a distance of 50.12 feet; thence run North 89°35'44" East, a distance of 99.95 feet to the aforementioned Westerly right-of-way line of Northwest 1st Street and the Point of Beginning. All lying and being in Section 5, Township 10 South, Range 20 East, Alachua County, Florida.

NSP Number: NSP010

ALACHUA COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
LAND USE RESTRICTION AGREEMENT

THIS AGREEMENT, hereinafter referred to as the "Agreement", entered into in Alachua County, Florida on, _____ by and between the Alachua County Board of County Commissioners, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", the address of which is 12 S.E. First Street, Gainesville, FL 32601, and the Alachua County Housing Authority, a public housing authority existing under the laws of the State of Florida, hereinafter referred to as the "Borrower", the address of which is 703 NE 1st Street, Gainesville, FL 32601.

Borrower has obtained an NSP loan from the County for the transfer of foreclosed single family residences to provide permanent rental affordable housing opportunities for Very Low Income (50% of area median income) persons or households in accordance with the terms of the Neighborhood Stabilization Program Subrecipient Agreement dated October 26, 2010 between the County and the Borrower. The Loan is evidenced by a Note dated _____ and is secured by a Mortgage on certain real estate located in the County of Alachua, Florida as more specifically described on **Exhibit A** hereto (the "Property"). The Borrower agrees to restrict the use of such property pursuant to the terms hereof as a condition of making the Loan. The Note, Mortgage and this LURA are referred to collectively as the "Loan Documents". Therefore, in consideration of the Loan from the County to Borrower, the Borrower does hereby agree that the Property is subject to the following restrictions:

1. The Property and the improvements located thereon must be used during the Restriction Period (defined below) for permanent rental housing for eligible persons or families whose income does not exceed **Fifty Percent (50%)** of area median income as defined by HUD, for the area in which the Property is located, to be determined by HUD adjusted for family size. The Restriction Period means the period beginning on the date the Property is acquired by Borrower and ending fifteen (15) years after such date.

2. Every NSP-assisted rental unit shall be subject to rent limits designed to help make rents affordable to households with incomes less than 50% of area median income, adjusted for household size. These maximum rents are referred to as "Fair Market" rents published by the U. S. Department of Housing and Urban Development for the City of Gainesville Metropolitan Statistical Area.

3. In the event that rental payments for any rental unit exceed the Borrower's reasonable costs associated with that unit, such "program income" shall be reported to and transferred to Alachua County in compliance with NSP guidelines.

4. Borrower shall not transfer, assign, dispose of, encumber or refinance the Property without written approval by the County and compliance with the terms and conditions of the Sub Recipient Agreement, Note and Mortgage (together with this LURA, the "Loan Documents") executed and delivered in connection with the Loan.

5. If Borrower defaults in the performance of any of its obligations under this LURA, the County shall be entitled to apply to any court having jurisdiction over the subject matter for specific performance of this LURA, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this LURA, to recover from the Borrower, the Indebtedness under the Loan, as well as any other monetary damages, together with the cost and expenses of any proceedings for the collection thereof caused by such default, or for such relief as may be appropriate. The County also shall be entitled to recover its reasonable attorney's fees and costs.

6. This LURA shall inure to the benefit of, and shall be binding upon the respective successors and assigns in the title to the property.

7. This LURA and its restrictions, covenants and representations shall not terminate if, during the Restriction Period, the Property or any improvements located thereon is damaged or destroyed by fire, condemnation or other casualty and the insurance or condemnation proceeds received as a result of such fire, condemnation or other casualty are used for any purpose other than repayment of the Loan. For the duration of the Restriction Period, in the event of an involuntary non-compliance caused by seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure, this LURA and its restrictions, covenants, and representations shall be binding upon any successor in title to the Borrower as a covenant running with the land.

8. This LURA shall not be amended, revised or terminated prior to the termination of covenants, representations and restrictions provided for herein except by an instrument in writing duly executed by the County and the Borrower or their respective successors or assigns and duly recorded.

9. This LURA shall be governed by the laws of the State of Florida and applicable federal laws.

10. If any provision hereof is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining portions shall not in any way be affected.

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

ALACHUA COUNTY, FLORIDA

By:_____
LEE PINKOSON, CHAIR
Chair, Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ALACHUA COUNTY HOUSING AUTHORITY

ATTEST (By Corporate Officer)

By:_____

Print:_____

Title: _____

By:_____

Print: _____

Title:_____

LEGAL DESCRIPTION

For a point of reference, commence at the intersection of the Northerly right-of-way line of Northwest 6th Avenue and the Westerly right-of-way line of Northwest 1st Street; thence run North 00°10'34" West, on said Westerly right-of-way line, a distance of 50.04 feet to the Point of Beginning; thence continue North 00°10'34" West on said Westerly right-of-way line, a distance of 50.04 feet; thence departing said Westerly right-of-way line, run South 89°38'11" West, a distance of 99.92 feet; thence run South 00°08'31" East, a distance of 50.12 feet; thence run North 89°35'44" East, a distance of 99.95 feet to the aforementioned Westerly right-of-way line of Northwest 1st Street and the Point of Beginning. All lying and being in Section 5, Township 10 South, Range 20 East, Alachua County, Florida.

NSP Number: NSP019

ALACHUA COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
LAND USE RESTRICTION AGREEMENT

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Borrower has obtained an NSP loan from the County for the transfer of foreclosed single family residences to provide permanent rental affordable housing opportunities for Very Low Income (50% of area median income) persons or households in accordance with the terms of the Neighborhood Stabilization Program Subrecipient Agreement dated October 26, 2010 between the County and the Borrower. The Loan is evidenced by a Note dated _____ and is secured by a Mortgage on certain real estate located in the County of Alachua, Florida as more specifically described on **Exhibit A** hereto (the "Property"). The Borrower agrees to restrict the use of such property pursuant to the terms hereof as a condition of making the Loan. The Note, Mortgage and this LURA are referred to collectively as the "Loan Documents". Therefore, in consideration of the Loan from the County to Borrower, the Borrower does hereby agree that the Property is subject to the following restrictions:

1. The Property and the improvements located thereon must be used during the Restriction Period (defined below) for permanent rental housing for eligible persons or families whose income does not exceed **Fifty Percent (50%)** of area median income as defined by HUD, for the area in which the Property is located, to be determined by HUD adjusted for family size. The Restriction Period means the period beginning on the date the Property is acquired by Borrower and ending fifteen (15) years after such date.

2. Every NSP-assisted rental unit shall be subject to rent limits designed to help make rents affordable to households with incomes less than 50% of area median income, adjusted for household size. These maximum rents are referred to as "Fair Market" rents published by the U. S. Department of Housing and Urban Development for the City of Gainesville Metropolitan Statistical Area.

3. In the event that rental payments for any rental unit exceed the Borrower's reasonable costs associated with that unit, such "program income" shall be reported to and transferred to Alachua County in compliance with NSP guidelines.

4. Borrower shall not transfer, assign, dispose of, encumber or refinance the Property without written approval by the County and compliance with the terms and conditions of the Sub Recipient Agreement, Note and Mortgage (together with this LURA, the "Loan Documents") executed and delivered in connection with the Loan.

5. If Borrower defaults in the performance of any of its obligations under this LURA, the County shall be entitled to apply to any court having jurisdiction over the subject matter for specific performance of this LURA, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this LURA, to recover from the Borrower, the Indebtedness under the Loan, as well as any other monetary damages, together with the cost and expenses of any proceedings for the collection thereof caused by such default, or for such relief as may be appropriate. The County also shall be entitled to recover its reasonable attorney's fees and costs.

6. This LURA shall inure to the benefit of, and shall be binding upon the respective successors and assigns in the title to the property.

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

ALACHUA COUNTY, FLORIDA

By:_____
LEE PINKOSON, CHAIR
Chair, Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ALACHUA COUNTY HOUSING AUTHORITY

ATTEST (By Corporate Officer)

By:_____

Print:_____

Title: _____

By:_____

Print: _____

Title:_____

LEGAL DESCRIPTION

Lot 2, GLENVILLE, a subdivision according to the plat thereof recorded at Plat Book "G", Page 2, of the Public Records of Alachua County, Florida

NSP Number: NSP020

ALACHUA COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
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ALACHUA COUNTY, FLORIDA

By:_____

Chair, Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ALACHUA COUNTY HOUSING AUTHORITY

ATTEST (By Corporate Officer)

By:_____

Print:_____

Title: _____

By:_____

Print: _____

Title:_____

LEGAL DESCRIPTION

Lots 14 and 15, Block 3, TURKEY CREEK UNIT NO. 9, a Planned Unit Development, according to plat thereof recorded in Plat Book "L", page 25 of the Public Records of Alachua County, Florida.

NSP Number: NSP021

ALACHUA COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
LAND USE RESTRICTION AGREEMENT

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ALACHUA COUNTY, FLORIDA

By:_____

Chair, Board of County Commissioners

ATTEST:

_____

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____

Alachua County Attorney's Office

ALACHUA COUNTY HOUSING AUTHORITY

ATTEST (By Corporate Officer)

By:_____

Print:_____

Title: _____

By:_____

Print: _____

Title:_____

LEGAL DESCRIPTION

Lot 50, SANTA FE HILLS, according to the plat thereof recorded in Plat Book "E", page 73, of the public records of Alachua County, Florida, together with that part of the East 5/8 of the South ½ of Government Lot 1 lying West of and adjacent to Lot 50 of Santa Fe Hills as per Plat Book "E", page 73 of the public records of Alachua County, with the North line being a Westerly projection of the North line of Lot 50 and the South line being a Westerly projection of the South line of Lot 50 all of Santa Fe Hills, said property being located in Section 8, Township 8 South, Range 18 East, Alachua County, Florida

NSP Number: NSP022

ALACHUA COUNTY
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By:_____
LEE PINKOSON, CHAIR
Chair, Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ALACHUA COUNTY HOUSING AUTHORITY

ATTEST (By Corporate Officer)

By:_____

Print:_____

Title: _____

By:_____

Print: _____

Title:_____

LEGAL DESCRIPTION

Lot 49 of LAKESHORE HOMESITES, according to the map or plat thereof, recorded in Plat Book "A", page 151 of the Public Records of Alachua County, Florida.

NSP Number: NSP024

ALACHUA COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
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Chair, Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ALACHUA COUNTY HOUSING AUTHORITY

ATTEST (By Corporate Officer)

By:_____

Print:_____

Title: _____

By:_____

Print: _____

Title:_____

LEGAL DESCRIPTION

Lot Five (5) and the East 12 feet of Lot Six (6) of HAVEN HEIGHTS, a subdivision of Lot Three (3) Eaton Homesites, as per plat of said Haven Heights, recorded in Plat Book "B", Page 39 of the Public Records of Alachua County, Florida; the same lying and being in the Southeast Quarter of the Northwest Quarter (SE ¼ of NW ¼) of Section 29, Township 9 South, Range 20 East, Alachua County, Florida.

August 9, 2011 Regular BoCC Meeting
Agenda Item #60

Title
NSP Construction Agreement with Florida Homes Inc. (Amended)

Amount
$50,520.00

Description
Request Approval of the bid award for the Neighborhood Stabilization Program (NSP) Construction Agreement with Florida Homes Inc.

Recommendation
Approve the bid award for NSP 025, 3741 SE 17th Avenue and authorize Chair to sign Construction Agreement with Florida Homes Inc.

Alternative(s)
Do not approve the bid award for NSP 025.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management/Purchasing

Attachment(s) Description
CDBG June 23 Finance Report Bid Memo Recommendaton Construction Agreement with Florida Homes Inc.

Documents Requiring Action
CDBG June 23 Finance Report Construction Agreement with Florida Homes Inc. for NSP 025

Executive Summary
This proposed construction agreement with Florida Homes Inc. is necessary to make repairs to the last NSP home purchased by Alachua County for re-sale to an income eligible household. This housing rehabilitation bid was advertised and bids were received in accordance with NSP and County policies. Both the Finance Report and the Construction Agreement are being presented for approval simultaneously to expedite the repairs needed for the last NSP Resale Home.

Background
Alachua County was awarded a Neighborhood Stabilization Grant by the State of Florida Department of Community Affairs in the amount of $2,929,238 to purchase foreclosed properties in targeted areas, make necessary home repairs, and then either make them available for resale or as rental properties to income eligible households. The Neighborhood Stabilization Program required local governments to obligate all of its NSP grant by September 3, 2010. To meet this objective, all NSP funds had to be spent or committed in compliance with NSP regulations. Alachua County submitted an offer in August 2010 for NSP 025. The offer was accepted, obligating all NSP funds. As a result, funding to repair this last home purchased for resale was not available until the first NSP home was sold, on May 13, 2011. The first NSP home was sold on May 13, 2011. The net proceeds from the sale of this home will be used to pay for the necessary repairs. This housing rehabilitation bid was subsequently advertised May 18, 2011 and all bids were received on June 1st, 2011. Upon completion of all repairs, the home will be advertised for sale to an

income eligible household.

Issues
This construction agreement is necessary to make home repairs required by the program and to make it available for resale. Any delay in the execution of the construction agreement will impair the County's ability to repair and sell this home.

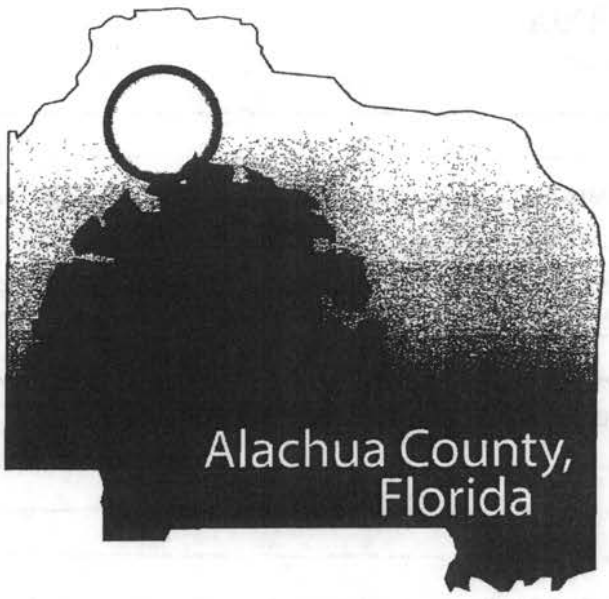
Fiscal Recommendation
This has no adverse fiscal recommendation.

Fiscal Alternative(s)
n/a

Funding Sources
Alachua County Neighborhood Stabilization Program

Account Code(s)
203-6550-554.49-99

Attachment: CDBG June 23 2011 Finance Report.pdf
Attachment: Bid Memo recommendation.pdf
Attachment: Fla Homes NSP Rehab Final.pdf



ALACHUA COUNTY

GENERAL CONSTRUCTION AGREEMENT

NEIGHBORHOOD STABILIZATION PROGRAM

Fla. Homes, Inc R/C

CONTRACTOR

TABLE OF CONTENTS

GENERAL CONSTRUCTION AGREEMENT

1. THE WORK: 2
2. TERM OF CONTRACT: 2
3. COMPENSATION AND PAYMENT 2
4. PROGRESS PAYMENTS AND RETAINAGE: 3
5. ASBESTOS FREE MATERIALS: 4
6. LIQUIDATED DAMAGES: 5
7. RELEASE OF LIENS: 5
8. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS: 6
9. INDEMNIFICATION: 6
10. INSURANCE: 7
11. SEVERABILITY: 7
12. AMENDMENT: 7
13. INDEPENDENT CONTRACTOR: 7
14. OPTIONAL PARTICIPATION OF CONSULTANT: 7
15. CHOICE OF LAW: 8
16. COMPLETE AGREEMENT: 8
17. NON-WAIVER: 8
18. SUCCESSORS AND ASSIGNS: 8
19. NO THIRD PARTY BENEFICIARIES 8
20. COUNTERPARTS: 8

ATTACHMENT A: CONTRACT SPECIFICATIONS

ATTACHMENT B: GENERAL CONDITIONS

ATTACHMENT C: SCOPE OF SERVICES- WORK WRITE UP
ATTACHMENT D: FEDERAL PROVISIONS

EXHIBITS

EXHIBIT A: NOTICE TO PROCEED
EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT
EXHIBIT C: INSURANCE
EXHIBIT D: RELEASE AND AFFIDAVIT
EXHIBIT E.: APPLICATION FOR PAYMENT
EXHIBIT F: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN

GENERAL CONSTRUCTION AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract") made and entered into this 19 day of July, 2011, by and between Fla. Homes, Inc R/C, hereinafter referred to as "Contractor" doing business at 13919 NW 145th Avenue, Alachua, FL 32615: and ALACHUA COUNTY, FLORIDA, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County":

WITNESSETH:

That the Contractor, for the consideration hereinafter set out, hereby agrees with the County as follows:

1. **THE WORK:**

   a. That the Contractor shall furnish all labor, material, equipment, apparatus and the services covered by the Specifications by the date specified in **Attachment C** (Scope of Services) and all incidental and necessary work thereto. (The Work)

2. **TERM OF CONTRACT:**

   a. The initial term of the contract will be from the date of execution of this agreement until the work is completed as required by the Notice to Proceed (NTP) **(Exhibit A)** and be completed by the date specified in the NTP unless amended or terminated as provided herein.

3. **COMPENSATION AND PAYMENT**

   a. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

   b. The Contractor shall be paid the sum of $50,520.00, allocated as provided in the Schedule of Values Attached hereto.

   c. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of the Contractor, which signature

shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department Director
ATTN: Tom Webster
10 SW 2nd Avenue
Gainesville, FL 32601

d. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Fla. Homes, Inc R/C
13919 NW 145th Avenue, Alachua, FL 32615

e. No additional reimbursable expense will be paid under this Agreement

4. <u>PROGRESS PAYMENTS AND RETAINAGE:</u>

a. That it is agreed by both parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP and Attachment B. In case of conflict in payment terms, the terms in the NTP shall prevail.

b. If the total cost of the Work required is less than $200,000, it is agreed that 0% of the amount earned through each progress payment (if provided for) as set forth in the NTP or Attachment B will be withheld until the Project reaches Substantial Completion. A total of 3 progress payments will be made at each 1/3 of the project.

c. If the total cost of the Work required is greater than $200,000.00 it is agreed by both parties hereto that progress payments (if provided for) and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the NTP or Attachment B as provided above. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined based on the unit prices identified by the work write-up. Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment.

d. Within 30 days of substantial completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within fifteen (15) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within ten (10) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.

e. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

5. ASBESTOS FREE MATERIALS:

a. All work under this Contract will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Contract certifying this fact. All payments shall be withheld until such statement is submitted.

b. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

6. LIQUIDATED DAMAGES:

a. It is agreed by both parties that time is of the essence for the completion of this project. The Contract Time shall begin with the date provided in the Notice to Proceed to the Contractor by the County and will be complete within the time specified by the NTP

b. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not substantially completed as herein defined or within such further time, if any, as shall be allowed for such performance of substantial completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of $50.00 per day for each and every calendar day after the date fixed for such substantial completion for the project.

c. Inasmuch as failure to complete the work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not finally completed as herein defined or within such further time, if any, as shall be allowed for such performance of final completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum he sum of $50.00 per day for each and every calendar day after the date fixed for such completion for the project. It is agreed by both parties that time is of the essence for the completion of this project. The Contract time shall begin with the issuance of a NTP and will be complete within stated calendar days from the issuance of the NTP. Details are provided in Specific Terms.

7. RELEASE OF LIENS:

a. It is agreed that when all work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit and Release of Lien in the form provided in **Exhibit D**. The Contractor shall also provide a Release of Liens from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit E** or on a form acceptable to the County.

8. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS:

a. This document, the NTP, and any other documents listed or attached to this Contract are made a part of the Contract the same as though they were set forth at length herein.

b. In cases of discrepancy, the governing order of the documents is as follows:
   1. Contract Specific Term
   2. General Terms
   3. Scope of Service
   4. Notice to Proceed

9. INDEMNIFICATION:

a. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

b. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

c. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

d. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be

limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.

e. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

10. INSURANCE:

Throughout the term of this project, the Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit C**.

11. SEVERABILITY:

a. It is understood and agreed by the parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

12. AMENDMENT:

a. This Agreement may be amended by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.

13. INDEPENDENT CONTRACTOR:

a. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

14. OPTIONAL PARTICIPATION OF CONSULTANT:

a. The County is free to elect to have a Consultant on the job site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any

provisions incorporated in this Contract referring to the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made by the Facilities Manager.

15. CHOICE OF LAW:

a. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.

16. COMPLETE AGREEMENT:

a. This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.

17. NON-WAIVER:

a. The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non-compliance.

18. SUCCESSORS AND ASSIGNS:

a. The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

19. NO THIRD PARTY BENEFICIARIES

a. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

20. COUNTERPARTS:

a. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
LEE PINKOSON, CHAIR

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST:

_____
J. K. IRBY, CLERK

ATTESTED: (By Corporate officer)

By: _____
Signature

Print/Type: Wm. Carl Herring, III
Name

Title: President

Contractor:

By: _____
Signature

Print/Type: Wm Carl Herring III
Name

Title: Contractor

ATTACHMENT A: CONTRACT SPECIFICATIONS

CONTRACT SPECIFIC TERMS

1. (RESERVED)

2. PRICING

2.1. The actual pricing for work performed under the Contract will be as provide in the Scope of Services and the NTP.

3. HOURS OF WORK

3.1. Standard hours of work will be from 7:00 AM to 5:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Under no circumstances will the Contractor perform any work at any time or access the site of the Work without specific written (by memorandum or email) of the Owner's representative.

3.2. Non-standard hours are hours required by Owner to be worked before 7:00 AM and after 5:00 PM (unless alternate standard hours are agreed and adopted), Monday thru Friday, and all hours worked on Saturdays, Sundays and holidays will be considered non-standard hours.

3.3. Non-standard hours worked by Contractor to regain schedule or for Contractor's convenience shall not be entitled to additional compensation.

3.4. County Holidays - Holidays falling on Saturday will be observed on the Friday preceding the holiday and those falling on Sunday will be observed on the Monday following the holiday.

New Years Day
Martin Luther King Day
Memorial Day
4th of July
Labor Day
Veteran's Day
Thanksgiving Day and the day after Thanksgiving
Christmas Day

4. WORK AUTHORIZATION

4.1. Any work required under this Contract shall be authorized by issuance of formal, written NTP, based on the Scope of Services (Attachment C):

4.2. Alachua County shall issue a revised Notice to Proceed in the form of **Exhibit A**.

4.3. NTPs issued under this Agreement and amendments to NTP shall authorized by signature of the Director of Administrative Services or designee.

5. SCHEDULING OF WORK

5.1. Alachua County will issue a Notice to Proceed for the Work. The first day of performance under a NTP shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the NTP. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use the Contractor shall request Alachua County to inspect the Work to determine the status of completion. When Alachua County determines the Work to be substantially complete, Alachua County will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Work. Contractor shall proceed promptly to complete and correct items on the list.

5.2. Job placement of materials and equipment shall be made with a minimum of interference to Alachua County operations and personnel.

5.3. Furniture and portable office equipment in the immediate work area will be moved to a designated location by the Contractor and replaced to its original location upon completion of the work. If the furniture and portable office equipment cannot be replaced to its original location, Alachua County will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Alachua County will compensate Contractor for any such transportation and storage costs incurred through an Amendment to the NTP.

5.4. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to Alachua County.

5.5. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for the Work. Proposed traffic control methods shall be submitted to Alachua County for approval.

6. CONTRACTOR'S RESPONSIBILITIES:

6.1. The Contractor shall supervise, perform and direct the work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the work under this Agreement. The Contractor shall ensure that the completed work complies accurately with the contract documents.

6.2. Contractor's Superintendent: The Contractor shall employ a competent resident superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to Alachua County Purchasing and Contracts Division and shall not be changed except with the written approval of the County. The superintendent shall represent the Contractor at the site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on the Contractor. All oral communications affecting contract time, contract sum and contract interpretation will be confirmed in writing by Alachua County.

7. DESIGN:

7.1. Contractor's duties under the Contract may include the preparation of additional shop drawings or sketches necessary to permit orderly construction of the Work. The Contractor agrees to provide detailed design drawings and plans if requested by Alachua County, with reimbursement included in an amended NTP and said cost should be incidental to the project.

7.2. Incidental means not exceeding 10% or $5,000, whichever is higher of the total project cost, unless properly justified and approved by Alachua County.

8. UTILITIES:

8.1 As the premises are vacant, the Contractor will be responsible for providing any utilities that are required for his performance of the work.

9. PROCEDURES:

9.1. Pre-Construction Conference: After award of the contract and before the issuance of the initial NTP under this contract, Alachua County will conduct a conference to acquaint the Contractor with Alachua County policies and procedures that are to be observed during the prosecution of the work and to develop mutual understanding relative to the administration of the contract

9.2. The work of this Contract shall be determined by the Scope of Services (Attachment C). The Contractor shall perform its construction work in accordance with this contract including provision of all pricing, management, shop drawings, documents, labor, materials, supplies, parts (to include system components), transportation, facilities, supervision, and equipment needed to complete the Work. The Contractor shall provide quality assurance as specified in strict accordance with the Contract General Conditions. The Contractor shall also be responsible for site safety as well as site preparation and cleanup.

9.3. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.

9.4. The Contractor representative shall be available for a site visit with the County representative as mutually agreed prior to the issuance of the NTP.

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ATTACHMENT B: GENERAL CONDITIONS

GENERAL CONDITIONS
GENERAL PROVISIONS

A. Definitions

i. Agreement: The contract executed by the County and the Contractor for the performance of the work.

ii. Board: The Alachua County Board of County Commissioners, its successors and assigns.

iii. NTP Amendment: A written document ordering a material change in the work requiring a change to the Contract Amount and/or the Contract Time, issued and signed by the Consultant,.

iv. Claim: A demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

v. Consultant: The independent professional or the authorized representative who has contracted with the County for design and administration of a project. If no Consultant is designated by the County, then the County shall have and perform the duties and responsibilities of the Consultant

vi. Contract Modifications: Written amendment to the contract either by NTP Amendment, or Field Order.

vii. Contract Amount: The amount established in the Scope of Services (Attachment C) as the total amount to be paid for the work by the County to the Contractor as amended by NTP Amendments.

viii. Contract Time: The period of time, including authorized adjustments, allotted in the NTP for Substantial Completion of the Work.

ix. Contract: The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by a Contract Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor, (2) between the County and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the County and Contractor. The Consultant

shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.

x. Contract Documents: The Contract, a Scope of Services the Notice to Proceed, Drawings, Addenda, submitted proposal supplementary instructions, and any additional documents the submission of which is required by the Consultant.

xi. Contractor: The person, firm, corporation, organization or agency with whom the County has executed this Contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.

xii. County: The Alachua County Board of County Commissioners, the County Manager, or the County's Representative.

xiii. County Representative: Any representative of the County so designated by the County's Facilities Manager for the purpose of this contract.

xiv. Date of Commencement: The date established in the "Notice to Proceed" issued by the County.

xv. Day: A calendar day

xvi. Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. The Drawings or reproductions thereof, pertain to the work to be performed and have been prepared or approved by the Contractor or Consultant.

xvii. Field Order: A written order issued by the Consultant for minor changes in the work but which does not involve the Work Amount, Scope or the Contract Time.

xviii. Final Completion: The date certified by the Consultant on the Final Application for Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; and all contractual requirements have been met excluding work under warranty.

xix. General Specifications: That portion of the Contract consisting of the written requirements for contractual relationships and responsibilities by and between the County, Contractor, and Consultant. The General Specifications General Conditions, Forms, and all other applicable sections of the Contract Documents.

xx. Product: The term "product" includes materials, systems and equipment.

xxi. Project: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the County or by separate contractors.

xxii. Proposal: A written quotation which may include drawings, technical specifications and other details for a specific project as requested by the County. The proposal shall include the total price for the project as well as the time to complete. No oral proposals will be accepted.

xxiii. Specifications: The Proposal and addenda prepared by the Contractor

xxiv. Sub-Subcontractor: Any person, partnership, or corporation under contract to any Subcontractor or Sub-Subcontractor ad infinitum to supply labor, material, equipment, or services in the performance of the work described in the contract documents.

xxv. Subcontractor: Any person, partnership, or corporation under contract to the Contractor to supply labor, material, equipment, or services in the performance of the work described in the contract documents.

xxvi. Substantial Completion: The date certified by the Consultant and the County Representative in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the project is available for beneficial occupancy by the County. A Certificate of Occupancy and other use permits for the work issued by appropriate authorities may be a requirement of substantial completion; however, the issuance of such documents and the date of issuance thereof shall not be construed to determine achievement of or the date of Substantial Completion.

xxvii. Technical Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

xxviii. The Work: The term "Work" means the labor, material, equipment, and/or services required by the Contract Documents to fulfill the Contractor's obligation. The Work may constitute the whole or a part of the Project.

xxix. Vendor: The person, firm, corporation, organization or agency with whom the County has executed a contract for performance of the work and/or supply of equipment and/or materials or his duly authorized representative.

B. Intent of the County

i. The Contract shall be signed by the County Manager or the Chair of the Board of County Commissioners as appropriate and the Contractor. The Notice to Proceed will be signed by the Alachua County Administrative services Director of Designee and the Contractor but shall be considered valid only after the Contract has been executed by the parties thereto.

ii. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Organization of the Specifications into divisions, sections, and arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

iii. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

iv. Where the Work is to interface with existing conditions or with work to be performed by others, the Contractor shall fully and completely join the Work with such conditions in a workmanlike manner.

v. Interpretation: In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

C. Miscellaneous General Provisions

i. Compliance with Laws, Ordinances, and Regulations

- All City, County, State and Federal laws, regulations or ordinances must be strictly observed. Contractors shall be responsible for all practical and legal notices and signals to the public while the work is in progress and

shall take precautions that may be necessary to protect life and property.

- By submitting a proposal for a project the Contractor hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- Time limits stated in the Contract Documents are of the essence of the contract. By submitting a proposal, the contractor confirms that the contract time proposed is a reasonable period for performing the work.

1.2 RESPONSIBILITIES OF THE COUNTY

A. The County is the Alachua County Board of County Commissioners or its duly authorized representatives and is referred to throughout the Contract Documents as if singular in number.

B. Information And Services Required Of The County

i. The County upon reasonable written request shall furnish to the Contractor in writing information that is necessary and relevant for the Contractor to evaluate, give notice of or enforce construction lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, the County's interest therein at the time of execution of the Agreement and, within five days after any change, information of such change in title, recorded or unrecorded.

ii. The County shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

iii. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, The County shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

iv. Information or services required of the County shall be furnished by the County with reasonable promptness after receipt from the Contractor of a written request for such information or services.

v. The foregoing is in addition to other duties and responsibilities of the County enumerated herein.

C. County's Right To Stop The Work: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by these specifications in Uncovering and Correction of Work, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

D. Defective Work: If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may after such seven-day period, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate NTP Amendment shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Consultant's additional services, if applicable and other County incurred expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

1.3 RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

B. Review Of Contract Documents And Field Conditions By Contractor

i. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the County and shall at once report to the Consultant errors,

inconsistencies or omissions discovered. The Contractor shall not be liable to the County or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Consultant. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

ii. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies omissions discovered shall be reported to the Consultant at once.

iii. The Contractor shall perform the Work in accordance with the Contract Documents and submittal approved as delineated in this section of the General Conditions.

iv. The Contractor shall give the Consultant timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the work.

C. Supervision And Construction Procedures

i. The Contractor shall have the Contractor's superintendent on site at all times during construction operations.

ii. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the contract. Where the Contract Documents call for specific means, methods, techniques, sequences and/or procedures to be followed in carrying out the Work, the Contractor shall comply with such specific instructions and shall be solely responsible for the supervision of the Work and for safety on the Project. If the Contractor believes that such specified means, methods, techniques, sequences and/or procedures might impair the quality of the Work or compromise

the safety of the job, the Contractor shall notify the Consultant in writing setting forth the specifics of his concerns. All loss, damage, liability or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences and/or procedures shall be borne by the Contractor, notwithstanding that these are referred to, indicated or implied by the Contract documents, unless the Contractor has given timely notice to the County and Consultant in writing that such means, methods, techniques, sequences and/or procedures are not safe or suitable, and the County has instructed the Contractor in writing to proceed at the County's risk.

iii. The Contractor shall be responsible to the County for the acts and omissions of all entities or persons performing or supplying the Work. The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried on without conflict between trades and so that no trade causes delay to the general progress of the work. The Contractor and all Subcontractors shall at all times afford each trade, and separate contractor or the County, every reasonable opportunity for the installation of the Work and the storage of materials.

iv. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

v. The Contractor shall be responsible for inspection of portions of work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

vi. The Contractor shall perform all authorized work initiated by the County promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. The Contractor in doing the work shall have the freedom to perform the authorized work by such means and in such a manner as he may choose within the limits of these Specifications. Employees of the Contractor shall not be deemed employees of the County for any purposes whatsoever.

vii. If required by the County, The Contractor shall keep a daily log and diary of the work and shall include presence of subcontractors and the number of men for each subcontractor on the project, Contractor's personnel on the project and the work they are

involved in, work completed that day, material deliveries on the project, inspections made and comments made by inspectors, the Consultant, or the County that affect the work and other pertinent information as deemed necessary.

D. Labor And Materials

i. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

ii. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

iii. The County will require of the Contractor that, to the fullest extent possible, preference in the employment of all skilled and unskilled labor, other than the Contractor's key personnel, be given to residents of this County, when such labor is available and qualified to do the type of work required. Attention is directed to Section 255.04, Florida Statutes, which requires that Florida products and labor shall be used on public contracts wherever price and quality are equal.

iv. After the Contract has been executed, the County and the Consultant will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in these specifications.

v. By making requests for substitutions based on above paragraphs, the Contractor:

- represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

- certifies that the cost data presented is complete and includes all related costs under this Contract except the Consultant's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
- will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

E. Warranty

i. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

ii. The Contractor warrants to the County and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the County or Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

iii. The warranty required by the above paragraph shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

iv. Contractor agrees to remedy promptly, and without cost to County, any defective materials or workmanship that appear within one (1) year from the date of substantial completion of the work.

v. No provision contained in these Specifications shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with law.

vi. No provision contained in these Specifications shall be held to limit the terms and conditions of the Manufacturer's Warranty and Contractor shall secure parts, materials and equipment to be installed with Manufacturer's full warranty as to parts and service for one (1) year wherever possible.

F. Taxes: The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

G. Permits, Fees And Notices

i. The Contractor shall secure the building permit and other permits and governmental licenses and inspections necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

ii. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

iii. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are a variance therewith, the Contractor shall promptly notify the Consultant and County in writing, and necessary changes shall be accomplished by appropriate Modification.

iv. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and County, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

H. Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

I. Contractor's Construction Schedules

i. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the County's and Consultant's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents,

shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

ii. If required by the County, the Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittal that is coordinated with the Contractor's construction schedule and allows the Consultant reasonable time to review submittals.

J. Documents And Samples At The Site: The Contractor shall maintain at the site for the County one record copy of the Drawings, Specifications, addenda, NTP Amendments and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Consultant and shall be delivered to the Consultant for submittal to the County upon completion of the Work.

K. Shop Drawings, Product Data And Samples

i. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

ii. Product Data is illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

iii. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

iv. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept is subject to the limitations of the "Administration of The Contract" section of these General Provisions.

v. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, samples and similar submittals required by the Contract Documents with reasonable promptness

and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.

vi. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples and similar submittals until the respective submittal have been approved by the Consultant. Such Work shall be in accordance with approved submittal.

vii. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittal with the requirements of the Work and of the Contract Documents.

viii. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.

ix. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals to revisions other than those requested by the Consultant on previous submittals.

x. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.

xi. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

L. Use Of Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

M. Cutting And Patching

i. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

ii. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the County or a separate contractor except with written consent of the County and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the County or separate contractor the Contractor's consent to cutting or otherwise altering the Work.

iii. Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, sidewalks, landscape materials and other improvements that are damaged by the Contractor shall be repaired to the satisfaction of the Consultant and authorities having jurisdiction. In the event that local authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, the Contractor shall abide by such regulations and pay for such work.

N. Cleaning Up

i. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operation under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

ii. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so and the cost thereof shall be charged to the Contractor.

O. **Access to Work**: The Contractor shall provide the County and Consultant access to the Work in preparation and progress wherever located.

P. **Royalties And Patents**: All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement,

appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said work.

1.4 ADMINISTRATION OF THE CONTRACT

A. Consultant

i. The Consultant is the independent professional in contract with the County for design and administration of this project. The term "Consultant" means the Consultant or the Consultant's authorized representative.

ii. In case of termination of employment of the Consultant, the County shall appoint a Consultant whose status under the Contract Documents shall be that of the former Consultant.

iii. If the County has not retained a Consultant, then those duties are undertaken by the County's representative.

B. Consultant's Administration of the Contract

i. The Consultant will provide administration of the Contract as described in the Contract Documents, and act as one of the County's representatives (1) during construction, (2) until final payment is due and (3) with the County's concurrence, from time to time during the correction periods described in "Uncovering and Correction of Work." The Consultant will advise and consult with the County. The Consultant will have authority to act on behalf of the County only to the extent provided in the Contract Documents.

ii. The Consultant will visit the site at appropriate intervals to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. On the basis of on-site inspections, the Consultant will keep the County informed of progress of the Work, and will guard the County against defects and deficiencies in the Work.

iii. Communications between the County, Consultant, and the Contractor will be with each other directly with copy to the third party of appropriate information; however, the County and the Contractor may communicate through the Consultant. Except as otherwise provided in the Contract Documents, communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with subcontractors and

material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the County. The County reserves the right to communicate directly with any party connected with the project.

iv. On the basis of the Consultant's inspections and evaluations of the Contractor's Applications for Payment, the Consultant will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

v. The Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with the Miscellaneous Provisions of these General Conditions, whether or not such Work is fabricated, installed or completed.

vi. The Consultant will review and approve or take other appropriate action on the Contractor's submittals, such as Shop Drawings, Product Data and Samples, within fourteen (14) calendar days from the date received. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

vii. The Consultant will prepare NTP Amendments and may authorize minor changes in the Work as provided in Section 1.7.

viii. The Consultant will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the County for the County's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with all the requirements of the Contract Documents.

ix. The Consultant will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the County or Contractor. The

Consultant's response to such requests will be made with reasonable promptness, not more than 15 days, and within any time limits agreed upon.

x. Interpretations and decisions of the Consultant will be consistent with the intent of and reasonably inferable from the drawings. When making such interpretations and decisions, the Consultant will endeavor to secure faithful performance by both County and Contractor and will not show partiality to either.

xi. The Consultant's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

C. Claims

i. Claims, including those alleging an error or omission by the Consultant shall be referred initially to the Consultant for action. The Consultant shall render their decision on claims in writing. A decision by the Consultant shall be required as a condition precedent to further resolution of a Claim between the Contractor and County as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) The extent to which the Work has been completed. The decision by the Consultant in response to a Claim shall not be necessary in the event (1) the position of Consultant is vacant, (2) the Consultant has not received evidence or has failed to render a decision within agreed time limits, (3) the Claim relates to a construction lien.

ii. Claims by the Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice.

iii. Pending final resolution of a Claim, including mediation, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.

iv. Differing Site Conditions: If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of

the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Consultant will promptly investigate such conditions, determine if they differ materially from the contract documents, and report the Consultant's findings, recommending no change to the contract, or an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work.

v. If the Contractor wishes to make Claim for an increase in the Contract Amount, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved claim shall be filed in accordance with the procedure established herein.

vi. Claims for Additional Time

- If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the work. In the Case of a continuing delay only one Claim is necessary.
- If adverse weather conditions are the basis for a claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

D. Resolution of Claims and Disputes: Except as otherwise provided in this contract any dispute concerning a question of fact or of interpretation of a requirement of the Contract that is not disposed of by mutual consent between the parties shall be decided by the County Manager, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The County

Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute hereunder, Contractor shall proceed diligently with its performance of the contract in accordance with the preliminary directions of the County Manager.

E. Mediation:

i. In the event the determination of a dispute under this Section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

ii. Cost of mediation will be born equally by the County and Contractor.

1.5 SUBCONTRACTORS

A. Award Of Subcontracts And Other Contracts For Portions Of The Work

i. The Contractor shall notify the County in writing of any proposed subcontractor that is to be utilized and no subcontractor shall be employed without the written approval of the County. The Consultant will promptly reply to the Contractor in writing stating whether or not the County or the Consultant, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the County or Consultant to reply promptly shall constitute notice of no reasonable objection.

ii. If the County or Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose

another to whom the County or Consultant has no reasonable objection. The Contract Amount shall be increased or decreased by the difference in cost occasioned by such change and an appropriate NTP Amendment shall be issued.

iii. Subcontractors shall not be changed without approval of the County.

B. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by these documents, assumes toward the County and Consultant. Each subcontract agreement shall preserve and protect the rights of the County and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the contract Documents, has against the County. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

C. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the County provided that:

i. Assignment is effective only after termination of the Contract by the County for cause pursuant to these General Conditions and only for those subcontract agreements which the County accepts by notifying the Subcontractor in writing; and

ii. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

D. Nothing contained in this Contract shall create any kind of contractual relationship between the subcontractors and the County.

1.6 CONSTRUCTION BY COUNTY OR SEPARATE CONTRACTORS

A. County's Right To Perform Construction And To Award Separate Contracts

i. The County reserves the right to perform construction or operations related to the Project with the County's own forces, and/or to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

ii. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate County-Contractor Agreement.

iii. The County shall provide for coordination of the activities of the County's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the County in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the County until subsequently revised.

B. Mutual Responsibility

i. The Contractor shall afford the County and separate contractor's reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

ii. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the County or separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Consultant apparent discrepancies or defects in such other construction that would

render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

iii. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

iv. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the County or separate contractors.

C. The County and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor.

D. If a dispute arises among the Contractor, separate contractors and the County as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the County may clean up and allocate the cost among those responsible as the Consultant determines to be just.

1.7 CHANGES IN THE WORK

A. Changes

i. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by NTP Amendment, or Field Order, subject to the limitations stated in this Section and elsewhere in the Contract Documents.

ii. A NTP Amendment shall be based upon agreement among the County, Contractor and Consultant; a Field Order may be issued by the Consultant alone.

iii. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the NTP Amendment, or Field Order.

iv. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed NTP Amendment that application of such unit prices to quantities of Work proposed will cause substantial

inequity to the County or Contractor, the applicable unit prices shall be equitably adjusted.

B. NTP Amendment

i. A NTP Amendment is a written instrument prepared by the Consultant and signed by the Consultant, Contractor and County, stating their agreement upon a material change in the Work, the amount of the adjustment in the Contract Amount, if any, and the extent of the adjustment in the Contract Time, if any.

ii. Methods used in determining adjustments to the Contract Amount will be in accordance with usual practices in the industry.

iii. NTP Amendment shall be in the form of **Exhibit B.**

iv. Changes in the Contract Amount due to NTP Amendment

v. Unless previously agreed upon or otherwise provided for in the Contract Documents, changes in the Contract Amount for the purposes of this Section shall be limited to the following:

- labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers' or workmen's compensation insurance;
- materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- rental of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- premiums for all insurance, permit fees, and sales, use or similar taxes related to the Work; and
- additional supervision and field office personnel directly attributable to the change.

vi. Costs shall not include any of the following:

- salaries or other compensation of the Contractor's personnel at the Contractor's offices, including the field office, unless direct additional expenses have been incurred exclusively because of the change.
- expenses of the Contractor's offices, including the field office.
- any part of the Contractor's capital expenses, including interest on the Contractor's capital.
- costs due to the negligence of the Contractor, any Subcontractor, and Sub-subcontractor, anyone directly

or indirectly employed by them, or for whose acts any of them may be liable, including but not limited to, the correction of defective or non conforming Work, disposal of materials and equipment wrongly supplied, or making good damage to property.

- overhead, general expense and the cost of any item not specifically or reasonably inferable as included in the items described in these paragraphs.

vii. No changes in the Contract Amounts will be admissible on any Application for Payment or become due to the Contractor until an executed NTP Amendment, or Construction Change Directive with acceptable and appropriate back-up documentation has been submitted to and approved by the County. Approval shall be in accordance with established County procedures and County Ordinance.

viii. The allowance for or the reduction to the combined overhead and profit included in the total cost to the County for NTP Amendments and/or Construction Change Directives increasing or decreasing the Contract Amount shall be based on the following schedule:

- For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
- For the Contractor, for Work performed by the Contractor's Subcontractor, 7 ½ percentage of the amount due the Subcontractor.
- For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of the cost.
- For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 7 ½ percentage of the amount due the Sub-subcontractor.
- Cost to which overhead and profit is to be applied shall be determined in accordance with the above paragraphs.
- In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed

above. Where major cost items are Subcontracts, they shall be itemized also.

- The Contractor may add 2% of the absolute value of deductive NTP Amendments for Overhead.

C. **Field Orders**: The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the County and Contractor. The Contractor shall carry out such written orders promptly.

1.8 TIME AND PROGRESS

A. **Progress And Completion**

i. Time limits stated in the Contract Documents are of the essence of the Contract. By submitting a proposal the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

ii. The Contractor shall not knowingly, except by agreement or instruction of the County in writing, prematurely commence operations on the site or elsewhere prior to issuance of the Notice to Proceed by the County.

iii. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial completion within the Contract Time.

B. Delays And Extensions Of Time: If the Contractor is delayed at any time in progress of the Work by an act or neglect of the County or Consultant, or of an employee of either, or of a separate contractor employed by the County, or by changes ordered in the work, or by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, or by other causes that the Consultant determines may justify delay, then the Contract Time shall be extended by NTP Amendment for such reasonable time as the Consultant may determine.

C. No claim for damages or any claim, other than for an extension of time, shall be made or asserted against County by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but

not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of County or its agents. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

1.9 PAYMENTS AND COMPLETION

A. Contract Amount: The County shall pay the Contractor for the work at the price(s) stated on the NTP No additional payment shall be made to the Contractor other than as approved by executed NTP Amendment or Construction Change Directive.

B. Schedule Of Values:

i. The Schedule of Values as identified by the Work Write Up **(Attachment C)** shall be used as a basis for reviewing the Contractor's Applications for Payment.

ii. With their proposal for a specific job or within fifteen days of issuance of the Notice to Proceed the Contractor shall submit to the Consultant a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consultant and County's Representative may require. If the Consultant or the County's Representative object to the Schedule of Values as submitted, the Contractor will either support the scheduled values with documentation acceptable to the Consultant and the County's Representative or revise the Schedule of Values until an acceptable schedule is submitted.

iii. The Schedule of Values shall contain such detail as the County may reasonably require

iv. This schedule shall be revised if later found by the Consultant or the County's Representative to be inaccurate.

C. Applications For Payment

i. On the Tuesday before the last Thursday of each month, or at such other time as may be specifically agreed to by the County and

Contractor in writing, the Contractor will submit to the Consultant for review an Application for Payment, Provided by the Consultant, completed and signed by the Contractor. The application will be based on the Schedule of Values accepted by the Consultant and the County's Representative. Amount's applied for in the application will be for work completed from the preceding month's last application to the day the application is submitted. The Contractor will provide evidence to support the amounts applied for by such data as the Consultant and the County's Representative may reasonably require, including but not limited to copies of the following: Subcontracts, Purchase Orders, Subcontractors and Material Suppliers invoices to the Contractor.

ii. Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

iii. Unless otherwise provided in the Contract Documents, payments shall be made on account for materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the County, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the County to establish the County's title to such materials and equipment or otherwise protect the County's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

iv. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the County no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

D. Certificates For Payment

i. The Consultant will, within seven days after receipt of the Contractor's Application for Payment, either issue to the County a Certificate for Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor and County in writing of the Consultant's reasons for withholding certification in whole or in part as provided in this Section. The issuance of a Certificate for Payment will constitute a representation by the Consultant to the County, based on the Consultant's inspections at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant.

ii. **Decisions To Withhold Certification:** The Consultant may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the County, if in the Consultant's opinion the representations to the County required by Section 1.9.4.1 cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and County. If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the County. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the County from loss because of:

- defective Work not remedied;
- third party claims filed or reasonable evidence indicating probable filing of such claims;
- failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;
- damage to the County or another Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- persistent failure to carry out the Work in accordance with the Contract Documents.
- failure of mechanical or electrical trade subcontractors to comply with mandatory requirements for maintaining record drawings.
- the contractor fails to return a "Subcontractor Requisition for Payment and Requisition for Payment and Certification of Payment" in amounts applied for, less retainage for all subcontractors identified in the Contractor's previous Application for Payment as having completed work and applied for payment on account of such subcontractor work.

iii. The Contractor may make the necessary responses to the Consultant's reasons for withholding certification and resubmit the application.

iv. The County's Representative will review each certified application for payment. If the County's Representative does not approve the application for payment the County's Representative will, within 7 days after receipt of the application, return the application to the Consultant indicating in writing the County's reasons for not approving payment. The Contractor may make the necessary responses to the County Representative's reasons for not approving payment and resubmit the application. If the Contractor and County's Representative cannot agree on a revised amount, the County's Representative will promptly adjust the applied for amounts and approve payment. The County's Representative will promptly notify the Contractor and the Consultant of the revised amounts. The County will, within 45 days of approving payment, pay the Contractor the amount approved by the Consultant and/or the County's Representative.

E. Progress Payments

i. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the County, out of the amount paid to the Contractor on account for such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account for such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

ii. Neither the County nor Consultant shall have an obligation to pay nor see to the payment of money to a Subcontractor nor Sub-subcontractor nor material supplier except as may otherwise be required by law.

iii. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the County shall not constitute acceptance of Work not in accordance with the Contract Documents.

F. Failure Of Payment:

i. If the Consultant does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the County does not pay the Contractor within 45 days the amount approved by the Consultant and/or the County's Representative, whichever is lower, then the Contractor, upon fifteen additional days' written notice to the County and Consultant, may stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Amount shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up.

G. Substantial Completion

i. When the Contractor considers that the Work, or a portion thereof which the County agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all

Work in accordance with the Contract Documents before final payment is approved. Upon receipt of the Contractor's list, the Consultant and the County's Representative will make an inspection to determine whether the Work or designated portion thereof if substantially complete. If the Consultant's and the County Representative's inspection discloses any items, whether or not included on the Contractor's list, which are not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Consultant and/or the County's Representative. The Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Consultant will prepare a Certificate of Substantial completion that shall establish the date of Substantial Completion, shall establish responsibilities of the County and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

ii. When a Certificate of Occupancy, and Certificate of Substantial Completion are issued, or where such is not required, when the Consultant has certified substantial completion in writing the Contractor may make Application for Payment to reduce the retained earnings to five percent plus amounts deemed necessary by the Consultant and/or County for completion of items not in compliance with the Contract Documents.

H. Partial Occupancy Or Use

i. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for

payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the County and Contractor or, if no agreement is reached, by decision of the Consultant.

ii. Immediately prior to such partial occupancy or use, the County, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

iii. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

I. Final Completion And Final Payment

i. Upon written notice from the Contractor that the project is complete, the Consultant and County Representative will make a final inspection, and will notify the Contractor in a written list of particulars in which this inspection reveals that the work is defective and/or does not conform to the terms and conditions of the Contract Documents. This final inspection list may include items not contained in the substantial completion inspection punch list. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

ii. After the Contractor has completed any such corrections to the satisfaction of the Consultant and County Representative and delivered all maintenance and operating instructions, if any, schedules, guarantees, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's final Affidavit and Release of Lien. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, after completion of these requirements, the

County Representative may approve the final application for payment.

iii. When the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certificate for Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable.

iv. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant

- an affidavit that payrolls, bill for material and equipment, and other indebtedness connected with the Work for which the County or the County's property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied
- a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County
- a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents
- consent of surety, if any, to final payment and
- if required by the County, other data establishing payment or satisfaction of obligation, such as receipts, subcontractor Requisition for Payment and Certification of Payment, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the County. If a Subcontractor refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien.

v. If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of NTP Amendments affecting final completion, and the Consultant so confirms, the County shall, upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

vi. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

J. Contract Time and Liquidated Damages

i. Time is of the essence for the completion of all work under this contract. Work is to commence when the Contractor is given written Notice to Proceed and is to be substantially complete within the number of calendar days specified after the date of such notice.

ii. The Contractor is to furnish sufficient forces, construction plant and equipment, and to work such hours, including overtime operations, as may be necessary to insure the prosecution of the work, to allow the substantial completion of the project within the specified time. Normal inclement weather will not be sufficient reason to allow an extension of time on the project. Only exceptional weather conditions, acts of God that might cause delay in the work or other factors outlined herein will be considered as justifiable reasons for an extension of time.

1.10 PROTECTION OF PERSON AND PROPERTY

A. Safety Precautions And Programs

i. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

ii. In the event the Contractor encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the County and Consultant in writing. The Work in the affected area shall not hereafter be resumed except by written agreement of the County and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. Work in the affected area shall be resumed when the County and Contractor agree in writing that no asbestos or polychlorinated biphenyl (PCB) is present or when it has been rendered harmless.

iii. The Contractor shall not be required pursuant to this Agreement to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

iv. Employees of Bidders (or Responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Bidder's employee:

- Battery: intentional offensive touching or application of force or violence to another.
- Stalking: willfully, maliciously and repeatedly following or harassing another person.

B. Safety Of Persons And Property

i. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subcontractors; and

other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

ii. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

iii. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

iv. When use or storage of explosives, inflammables or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall:

- exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- give the County reasonable advance notice and shall fully indemnify the County of any responsibility for such use.

v. The Contractor shall promptly remedy damage and loss to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 1.3.

vi. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County and Consultant.

vii. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

C. Emergencies: In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor because of the emergency shall be determined as provided in Section 1.8.

1.11 UNCOVERING AND CORRECTION OF WORK

A. Uncovering Of Work

i. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's observation and be replaced at the Contractor's expense without change in the Contract Time.

ii. If a portion of the Work has been covered which the Consultant has not specifically requested to observe prior to its being covered, the Consultant may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate NTP Amendment, be charged to the County. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the County or a separate contractor in which event the County shall be responsible for payment of such costs.

B. Correction Of Work

i. The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.

ii. The Contractor shall commence correction of the Work within seven days after the date of written notice from the Consultant.

iii. If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after

receipt of written notice from the County to do so. This period of one year shall be extended with respect to portions of work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.

iv. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the County.

v. If the Contractor fails to correct non-conforming Work within a reasonable time, the County may correct it in accordance with this Agreement. If the Contractor does not proceed with correction of such non-conforming Work within a reasonable time fixed by written notice from the Consultant, the County may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the County may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs that the Contractor should have borne, the Contract Amount shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

vi. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the County or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

vii. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in this Section relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

C. Acceptance Of Non-Conforming Work: If the County prefers to accept work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Contract Amount will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

1.12 **MISCELLANEOUS PROVISIONS**

A. Governing Law: The contract shall be governed by the law of the State of Florida. Venue shall be in Alachua County.

B. Successors And Assigns

i. The County and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ii. In case the Contractor, on written consent of the County, assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

C. Notices:

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and sent by certified mail, return receipt requested, or by personal delivery and shall

be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery.

The County Representative for this section is:

Tom Webster
10 SW 2nd Avenue
Gainesville, FL 32601

A copy of any Notice to Alachua County herein under shall also be sent to:
J. K. Irby
Clerk of the Court
Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, FL 32602
Attn: Contracts

D. Rights And Remedies:

i. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

ii. No action or failure to act by the County, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

E. Tests And Inspections

i. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity

acceptable to the County, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The County shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded. Refer to the technical specifications section on "Standards and Quality Controls" for elaboration on responsibilities of Contractor and County for testing.

ii. If the Consultant, County or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under this Section, the Consultant will, upon written authorization from the County, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to made so the Consultant may observe such procedures. The County shall bear such costs except as provided in below.

iii. If such procedures for testing, inspection or approval in the above paragraphs reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses.

iv. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Consultant. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

v. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.

vi. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

F. Interest: Any monies not paid by the County when claimed to be due to the Contractor under this agreement shall not be subject to interest except as provided in section 218.74(4), Florida Statutes.

G. Commencement Of Statutory Limitation Period

i. As between the County and Contractor:

- Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- Between substantial completion and final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of approval by the County Representative of the final Certificate for Payment; and
- After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under this Agreement or a NTP the date of any correction of the Work or failure to correct the Work by the Contractor or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or County, whichever occurs last.

H. Independent Contractor: In the performance of this agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of this agreement. Neither the Contractor nor any of its

employees, officers, agents or any other individual directed to act on behalf of the Contractor for any act related to this Agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County. Policies and decisions of the Contractor which may be represented by the Contractor in performance of this agreement shall not be construed to be the policies or decision of the County.

1.13 **TERMINATION OR SUSPENSION OF THE CONTRACT**

A. Termination By The Contractor

i. The Contractor may terminate the Contract if the Work is stopped for a period of more than three months through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- issuance of an order of a court or other public authority having jurisdiction;
- an act of government, such as declaration of national emergency, making material unavailable;
- because the County has not made payment on a County Representative approved Application for Payment within 45 days after said approval;

ii. If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the County and Consultant, terminate the Contract and recover from the County payment for Work executed and reasonable expenses sustained therein plus reasonable termination expenses but shall not recover lost profit.

B. Termination By The County For Cause

i. The County may terminate the Contract if the Contractor;

- fails to supply enough properly skilled workers or proper materials;
- fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

- otherwise is guilty of substantial breach of a provision of the Contract Documents.
- files a petition in Federal Bankruptcy Court,
- makes a general assignment for the benefit of his creditor(s)
- if a receiver shall be appointed for the Contractor
- disregards instructions of the County
- for any cause whatsoever shall not perform the work in an acceptable manner
- Commits any acts of workplace violence (see 1.11.1.4)

ii. When any of the above reasons exist, the County may without prejudice to any other rights or remedies of the County and after giving the Contractor and the Contractor's surety, if any, ten calendar days written notice, terminate employment of the Contractor upon written certification from the Consultant of such delay, neglect, or defect, and may, subject to any prior rights of the surety:

- take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- accept assignment of subcontracts
- finish the Work by whatever reasonable method the County may deem expedient.

iii. When the County terminates the Contract for one of the reasons stated, the Contractor shall not be entitled to receive further payment until the Work is finished.

iv. If the unpaid balance of the Contract Amount exceeds cost of finishing the Work, including compensation for the Consultant's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of the Contract.

C. **Suspension By The County For Convenience**

i. The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

ii. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- that an equitable adjustment is made or denied under another provision of this Contract.

iii. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

D. Termination By The County For Convenience

i. The County may terminate the Contract for County's convenience upon ten (10) days written notice delivered by certified mail, return receipt requested, to the Contractor of intent to terminate and the date on which such termination becomes effective. In the event funds become unavailable to the County for any reason for whatsoever, this Agreement shall terminate upon twenty four (24) hours notice. The County shall be the sole and final authority as to the availability of funds.

ii. In such case the Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement cost reasonably incurred by Contractor relating to commitments which had become firm prior to the termination.

iii. Payment shall include a reasonable profit for services performed. No payment shall be made for profit for services which have not yet been performed.

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ATTACHMENT C: SCOPE OF SERVICES – SEE ATTACHED WORK WRITE UP WITH ASSOCIATED PRICING INFORMATION

ALACHUA COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM
WORK WRITE-UP/BID FORM

Owner: **Alachua County**

Address: **3741 SE 17th Avenue, Gainesville**

Mailing Address:

Phone #: **(352) 337-6285** Alternate:

Parcel # 16126-041-000 Inspected By: J Moseley Date: **April 15, 2011**

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. House was inspected for lead based paint. No lead based paint was found. Report can be provided upon request.

Item #	System	Description of Work	Location	Price
001	Ceilings and walls	Replace carport ceiling and trim. Replace utility room siding with new hardiplank siding and trim. Repair interior walls and ceilings as necessary throughout.	Various	$4,125.00
002	Roof	Replace roof shingles, including any deteriorated decking and support members. Repair dip at carport entrance. Install new aluminum soffit and fascia. Replace support columns for carport and front porch with new pressure treated columns and new support brackets.	All	6,926.00
003	Plumbing	Pump and inspect septic system, provide pump and inspection report. Replace all plumbing supply lines from street throughout house. Replace all plumbing vent stacks. Replace tub surround with new tile surround. Replace toilet, kitchen sink, bathroom sink and vanity, replace electric water heater – provide electrical for water heater. Install new Energy Star rated washing machine and dryer with automatic shut off feature when clothes are dry. Include all connections for proper function.	Various	6,625.00
004	Electrical and Appliances	Upgrade panel and service to minimum 200 amp panel and service. Replace all wiring in house with new wiring. Install all new receptacles and switches. All new electrical to meet current codes with GFIC	All	$8,656.00

Owners Signature Co-Owners Signature Contractor's Signature

		receptacles, smoke detectors, new light fixtures and fans. New wiring to be installed behind drywall, with all openings repaired to meet existing finishes. Install new Energy Star rated 18 cu. ft. refrigerator and icemaker (including supply line). Install new electric range, vented range hood. Install new Energy Star rated dishwasher (including electrical, water supply and waste lines).		
005	HVAC	Install new central electric heating and air conditioning system (minimum 15 SEER) with service to all habitable rooms. Include all new ductwork, registers and vents; include all electrical, piping and other items necessary for a complete system. Relocate air handler to hall closet.	All	6,688.00
006	Windows	Replace all windows. **All new windows are to be double pane Energy Star rated with vinyl frames.**	All	3,000.00
007	Insulation	Insulate attic to minimum R-30.	Attic	1,250.00
008	Doors	Replace all exterior doors with new pre-hung doors and hardware, including deadbolts keyed alike. Replace all interior doors with new pre-hung doors and new hardware. Replace all closet doors. Install new front screen door.	All	2,250.00
009	Cabinets	Replace kitchen cabinets with minimum 10' of base and 10' of wall cabinets, including new countertops.	Kitchen	1,875.00
010	Flooring	Install new tile flooring throughout. Utility room not included.	All	5,375.00
011	Painting	Paint exterior, paint interior walls and ceiling, including doors and trim. Install new house numbers to meet existing code.	All	3,375.00
012	Discard	Discard gas tank and clothesline support poles in back yard	Back yard	75.00
013	Cable	Install new cable connection through cable company; provide cable connections in living room and all bedrooms.	Living Room and Bedrooms	50.00
014	Landscaping	Trim all shrubbery throughout yard and re-mulch front flower beds.	All	250.00

**TOTAL BID>>>

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the ALACHUA COUNTY Neighborhood Stabilization Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected.

Work must be completed and approved within 90 days of the issuance of the Notice to Proceed.

The house is to be ____ occupied; _X_ vacant for 90 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the CDBG program. I also agree that change orders above the original contract amount shall only be paid for with CDBG funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order.

Company Name	Fla. Homes, Inc. R/C
Contractor's Name (Print Name)	Anna L. Allen, Agent
Contractor's Signature	A L Allen, Agent
Contractor's Address	13919 NW 145th Avenue, Alachua, FL 32615
Contractors License #	CGC052062
Contractor's Phone Number	386-418-4663 office; 352-262-7718 cell

OFFICIAL USE ONLY

DATE SUBMITTED	_____	DATE ACCEPTED	_____
BID OPENED BY	_____	WITNESSED BY	_____
DATE OPENED	_____	TIME	_____

WORK WRITE-UP PREPARED BY Jay Moseley Date April 15, 2011

A L Allen, Agent

Owners Signature Co-Owners Signature Contractor's Signature

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Donna Garrett
Scarborough Insurance 2811 NW 41st Street Suite A-1 Gainesville FL 32606	PHONE (A/C, No, Ext): (352) 377-2002 FAX (A/C, No): (352) 376-8393 E-MAIL ADDRESS: dwg@scarins.com PRODUCER CUSTOMER ID #: 00000427

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Fla Homes, Inc, Realty Construction, Inc. 13919 NW 145th Avenue Alachua FL 32615	INSURER A: Owners Insurance Company	32700
	INSURER B: Auto Owners Insurance Co.	18988
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1152311848 **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 OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			78800496	5/25/2011	5/25/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
B	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		78668862	5/25/2011	5/25/2012	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

(352) 491-4510

Alachua County Codes Enforcement
10 SW 2nd Ave
Gainesville, FL 32601

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

Donna Garrett/DWGA

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ATTACHMENT D: FEDERAL PROVISIONS

FEDERAL CONTRACT CONDITIONS

Record and Audits

The Contractor shall maintain personnel and financial records adequate to identify and account for all costs pertaining to this Contract. These records shall be retained for three (3) years after the completion of the Contract. Records may be accessed by State, Federal or Agency Auditors or Monitors for the purpose of assessing the Contractor's compliance with equal opportunity requirements and for assuring proper use and accounting of all project funds.

Lead Based Paint

The Contractor shall abide by the federal lead based paint provisions as outlined in the Standard Rehabilitation Specification, Section 15.3.

Civil Rights Act of 1964

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall, on the grounds of race, color, national origin, or sex, be executed from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

"Section 3" Compliance in the Provision of Training Employment and Business Opportunities

a) The work to be performed under this Contract is on a project assisted under the Small Cities CDBG Program which provides Federal financial assistance from the Department of Housing and Urban Development through the Florida Department of Community Affairs, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Contracts for work in connection with the project area be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

FOR CONTRACTS OF $10,000 OR LESS

Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) Contractors shall incorporate the foregoing requirements in all subcontracts.

FOR CONTRACTS IN EXCESS OF $10,000

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

a) As used in these Specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

b) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these Specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

c) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve such goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d) The Contractor shall implement the specific affirmative action standards provided in paragraphs g) (1) through (16) of these Specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing Contracts in geographical areas where they do not have a Federal or Federally-assisted construction Contract shall apply the minority and female goals established for the geographic area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs Order or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women

shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereof, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under g) (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (g (1) through (16)). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g)(1) though (16) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

i) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

l) The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

m) The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g) of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

n) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the

hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Notice of Requirement for Affirmative
Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

a) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goal for minority participation	Goals for female participation
17.1%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulation in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

d) As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the County.

Section 202 Equal Opportunity Clause (Executive Order 11246)

During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to

ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The Contractor will include the provisions of the sentence immediately preceding paragraph a) and the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification of Nonsegregated Facilities

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees

which are segregated on the basis of race, color, religion, or are in fact segregated on the basis of race, color, religion, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

EXHIBIT A: NOTICE TO PROCEED

NTP Number: _____

Invoice/Billing Reference Number: _____

Project: NSP 10DB-4x-03-11-01-F01

County: **Alachua County**, a Charter County and political subdivision of the State of Florida.

Date Issued: _____

County ~~Manager~~ Chair: Lee Pinkoson

Contractor: **Fla. Homes, Inc R/C**

Contractor's Address: **13919 NW 145th Avenue, Alachua, FL 32615**

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 July 19, 2011 between the County and the Contractor and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

☑ SCOPE OF SERVICES – WORK WRITE UP, WITH 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 Ninety (90) calendar days with final completion occurring Ten (10) calendar days after substantial completion.

METHOD OF COMPENSATION:

This Notice to Proceed is issued in accordance with the terms of the Construction Agreement dated July 19, 2011

. The amount paid for this job shall be: ***Fifty Thousand Five Hundred Twenty and 00/100*** $50,520.00.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by the Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than the Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this 19 day of July, 2011, for the purposes stated herein.

CONTRACTOR

By: Anna L Allen, agent
Witness

Date: 07-19-2011

Title: Anna L Allen, Agent
Print Name and Title

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

Date: _____

EXHIBIT B: ALACHUA COUNTY NOTICE TO PROCEED AMENDMENT

AMENDMENT # _____

NTP/Project 10DB-4X-03-11-01-F01

Contractor _____

Encumbrance # _____

Contract Manager Tom Webster, Alachua County Housing Program Manager

Work Order Name # _____

Work Order Description: _____

_____

_____

_____

Deliverable(s): _____

_____

_____

_____

Original Work Order Price: _____

Total of Prior Approved Changes _____

Amount of this Change in Work Order Add (Deduct) _____

New Work Order Price with Amendment: _____

Original Completion Date _____

New Completion Date _____

Approval as to form

Alachua County _____ _____
Signature Date

Contractor _____ _____
Signature Date

Program Consultant _____ _____
Signature Date

Attorney _____ _____
Signature Date

EXHIBIT C: INSURANCE

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.
Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.
Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.
- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **BUILDER'S RISK / INSTALLATION FLOATERS**.
- A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

V. **OTHER INSURANCE PROVISIONS**.
The policies are to contain, or be endorsed to contain, the following provisions:
- A Commercial General Liability and Automobile Liability Coverage's
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverage's

1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

C All Coverage's

1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or" per occurrence" form. If any cover is provided under a "claims made" form, the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**.

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

MAIL or FAX CERTIFICATES TO:

Ebix
212 Kent Street
PO Box 257
Portland, MI 48875
Ph. 517-647-1700
Fax 517-647-7900

EXHIBIT D: RELEASE AND AFFIDAVIT

STATE OF FLORIDA, COUNTY OF ALACHUA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, Fla. Homes, Inc. R/C ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The County Commissioners of Alachua County, Florida, a body corporate existing under the laws of the State of Florida ("Owner") relating in any way to the performance of the Agreement between Contractor and Owner, dated July 19, 2011, for the period from _____(mm/dd/yyyy) to _____(mm/dd/yyyy).

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) Contractor certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Contractor from Owner and has not withheld any such amounts. In the event Contractor withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from Owner with respect to the Application for Payment referenced in paragraph 5 below, Contractor agrees to immediately refund all such unpaid amounts to Owner.

(5) This Release and Affidavit is given in connection with Contractor's

☐ Monthly ☐ final Application for Payment No._____.

Contractor:

By:_____

_____ Its (Title): _____

_____ Date:_____

Witnesses

[Corporate Seal]

STATE OF Florida
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2011, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

Notary Public (Signature): _____

(AFFIX NOTARY SEAL)

_____
(Printed Name)

_____
(Title or Rank)

_____
(Serial Number, if any)

EXHIBIT E: APPLICATION FOR PAYMENT

Contractor (Name, Address, Phone)
Fla. Homes, Inc R/C
13919 NW 145th Avenue, Alachua, FL 32615
386-418-4663
Job No: NSP #25
Contract Time (Calendar Days): Ninety (90)
Time Elapsed to Date:

Request No:
For Period Ending:
Project Name: Neighborhood Stabilization Program (NSP)
Site Adderss 3741 SE 17th Avenue, GNV
State Project: N/A County Project
Federal Project No: 10DB-4x-03-11-01-F01

	ADDITIONS $	DEDUCTIONS $
NTP Amendments approved in previous months by Owner – TOTAL		
Subsequent Change Orders		
Number Approved (Date)		
TOTALS		
Net change by NTP Amendments $		

Original Contract Sum	$
NTP Amendments (Net)	$
Contract Sum To Date	$
Balance To Finish	$
Completed To Date	$
Materials Stored	$
Total Completed & Stored	$
Less Retainage ___%	$
Add Back Retained Amount Covered By Securities	$
TOTAL	$
Less Previous Certificates	$
Less Materials Purchased Directly By Owner:	$
THIS CERTIFICATE	$

SHOW INDIVIDUAL SBE PAYMENTS SEPARATELY ON _____
SCHEDULE OF VALUES AND TOTAL ON THIS LINE _____

TOTAL AMOUNT PAID THIS CERTIFICATE TO SBE SUBCONTRACTORS $

CERTIFICATION BY THE CONTRACTOR : According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Application are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract, and that all materialmen, laborers and subcontractors, as defined in Chapter 713.01, Florida Statutes, have been paid the amounts due them out of any previous payments made to the Contractor by the Owner. Further, I agree to promptly pay each materialmen, laborer and subcontractor, as defined in Chapter 713.01, Florida Statutes, upon receipt of payment from the Owner, out of the amount paid to me on, account of such materialman's laborer's or subcontractor's work, the amount to which said materialman, laborer and subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to myself on account of such materialman's, laborer's and subcontractor's work.

CONTRACTOR:_____ By:_____

STATE OF Florida

EXHIBIT F: SUBCONTRACTOR/MATERIALMAN WAIVER & RELEASE OF LIEN

PARTIAL _____
FINAL _____

OWNER: _____

CM or CONTRACTOR: Fla. Homes, Inc R/C

PROJECT #NSP 10DB-4X-03-11-01-F01

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Fla. Homes, Inc R/C (The CM or Contractor) has been engaged by Alachua County Board of County Commissioners (The Owner), to provide labor and/or materials as described in said contract in connection with the construction of the project described above, and _____ (The Subcontractor or Materialman) has been engaged by Fla. Homes, Inc R/C (The CM or Contractor) to assist.

THE UNDERSIGNED lienor, in consideration of a final payment made in the amount of $ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Alachua County Board of County Commissioners (Owner) on the job of _____ to the following described property:
3741 SE 7th Avenue, Gainesville, FL 32641 parcel number **16126-041-000**
THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to date of this Waiver for application _____ dated _____, a copy of which is attached hereto.

DATE: _____ _____ _____
Signature (Subcontractor or Materialman) Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this_____ day of _____2011, by_____ as _____ (type of authority, e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

_____ (Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification
Type of Identification Produced: _____

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

June 23, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty Baker, Director, Administrative Services

Larry Sapp, CPPB, Purchasing Manager

SUBJECT: **Finance Report**

Request that the Board approve the bid award for one (1) rehabilitation job for the CDBG Housing Rehabilitation Program.

Administrative Recommendation:

That the Board approve the recommendation of the Growth Management Department to approve the award of Alachua County NSP CDBG 10DB.4X.03.11.01.F01 Bid, to Florida Homes, Inc., in the amount of $50,520.00 (3741 SE 17th Avenue), as the responsive and responsible bidder meeting specifications and authorize staff to negotiate a contract.

DONE THIS _____ DAY OF _____, 2011.

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Chairperson

ATTEST:

_____
Clerk

LS: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.

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
Building Official

Benny Beckham
Zoning Administrator

Jonathan Paul, AICP,MA2
Concurrency and Impact Fee Manager

DATE: June 20, 2011

MEMORANDUM

To: Larry Sapp, Purchasing Manager

From: Tom Webster, Housing Programs Manager TW

Subject: 3741 SE 17th Avenue

I am recommending that Florida Homes be awarded the job at $50,520 as the responsive and responsible bidder meeting all specifications.

Once I have a Financial Report from your office regarding this bid, I will then prepare an agenda request to award the bid and authorize the Chair to sign the construction contract. Please contact me if you have any questions or need additional information.

Thanks.

cc: Jay Moseley, Senior Vice President, Meridian Community Services

August 9, 2011 Regular BoCC Meeting
Agenda Item #61

Title
Authorization to advertise public hearing for amendment to chapter seventy two, Alachua County Animal Services Ordinance and amend fee schedule. (Amended)

Amount
N/A

Description
Authorization to Advertise Public Hearing for amendment to Ch. 72, Alachua County Animal Services Ordinance and amend fee schedule.

Recommendation
Authorize advertisement of public hearing for amendment to Ch. 72, Alachua County Animal Services Ordinance and amend fee schedule.

Alternative(s)
Withhold authorization and provide direction to staff.

Requested By
David R. Flagler

Originating Department
Public Works

Attachment(s) Description
1. Proposed Ordinance. 2. Proposed Fee Sheet.

Documents Requiring Action
None

Executive Summary
This requests authorization to advertise a public hearing to consider changes to Ch.72, Alachua County Animal Services Ordinance (the "Ordinance") and amends certain definitions, changes the way dangerous dogs are managed in Alachua County, and changes the holding time for animals. A fee schedule change will be necessary to accommodate changes to the dangerious dog ordinance. The significant charges are: 1. In section 72.02, the definition of physical control has been changed to exclude invisible fence devices. 2. In section 72. 09 (g), the definition of obstruction has added the act of making false statements in an affidavit or sworn testimony. 3. Section 72.10 (a) (2) was changed to require that water must be available to animals at all times. 4. In section 72.10 (c) a new requirement set the minimum length of the running line as part of a trolley stystem. 5. In section 11, the dangerous dog section was overhauled, removed fighting dogs from the definition and provides for the confinement of dangerous dogs instead of euthanasia. Liability insurance will now be required for dogs declared as dangerous. 6. Section 72.29 (a) allows for underaged animals to be immediately released to animal rescue organizations. 7. Section 72.41. (c) will now limit fee waivers to $100 for fertile pets and $200 for sterile pets for low income pet owners.

Background
The current ordinance requires the euthanasia of any dog declared as dangerous. This ordinance change will align our ordinance to

be more consistent with State Statutes, requiring strict confinement measures of a dog declared as a dangerous dog and a payment of a fee to help offset staff cost in providing oversight of the animal. Euthanasia would result, if a dog that has been declared dangerous engages in a second act of aggression. Holding times for underage animals would be shortened to allow immediate release to animal welfare organizations and holding times for animals wearing a current pet license would be lengthened

Issues
By not demanding the euthanasia of dangerous dogs on a first incident, this will reduce the demand for dangerous dog appeals. If the owner of a dangerous dog maintains the confinement restrictions as required in the ordinance, the community is at no greater risk. Creating a longer holding time for pets with current pet license would create an incentive for pet owners to license their pets.

Fiscal Recommendation
Approve ordinance changes which will have minimum effect on revenues and expenditures.

Fiscal Alternative(s)
N/A

Funding Sources
General Fund

Account Code(s)
001-2500-346.41-01

Attachment: Animal Control Ordinance Revision.pdf
Attachment: Animal Srvc Fee Revision Dangerous Dog.pdf

Animal Services Fee Schedule Revision

~~Dangerous Dog Registration – Annual Registration~~	~~$50.00~~	Dangerous Dog section removed.
Aggressive/ Dangerous Dog Registration		
Initial Registration	$400.00	
Annual Renewal	$40.00	Dangerous Dog sectioned added.

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING CHAPTER 72. ANIMALS; AMENDING SEC. 72.02. DEFINITIONS; AMENDING SEC. 72.07. ENFORCEMENT OFFICER'S IMMUNITY; AMENDING SEC. 72.08. - ENFORCEMENT PROCEDURES; AMENDING SEC. 72.09. OBSTRUCTION OF ENFORCEMENT; AMENDING SEC. 72.10. HUMANE TREATMENT FOR COMPANION ANIMALS; AMENDING SEC. 72.11. CONFINEMENT OF DOMESTIC ANIMALS IN HEAT (ESTRUS); AMENDING SEC. 72.12. - PHYSICAL CONTROL OF DOGS; AMENDING SEC. 72.13. REMOVAL OF DOG EXCRETA; AMENDING SEC. 72.14. PROCEDURE TO CLASSIFY A DOG AS AGGRESSIVE OR DANGEROUS; AMENDING SEC. 72.15. HEARING PROCEDURE; AMENDING SEC. 72.16 REQUIREMENTS FOR AGGRESSIVE DOGS; AMENDING SEC. 72.17. REQUIREMENTS FOR DOGS DECLARED DANGEROUS PRIOR TO FEBRUARY 1, 2006; AMENDING SEC. 72.17.5. REQUIREMENTS FOR DOGS DECLARED DANGEROUS AFTER AUGUST 1, 2011; AMENDING SEC. 72.18. CONSEQUENCES TO DOG'S OWNER AFTER A DOG ATTACK; AMENDING SEC. 72.19, PROCEDURES AFTER POSSIBLE RABIES EXPOSURE; AMENDING SEC. 72.20, PROCEDURES AFTER VIOLENT DOG ATTACK; AMENDING SEC. 72.21, COMPANION ANIMALS CREATING A PUBLIC NUISANCE; AMENDING SEC. 72.22, RABIES VACCINATION FOR DOMESTIC ANIMALS; AMENDING SEC. 72.23, LICENSING DOMESTIC ANIMALS; AMENDING SEC. 72.24, EXCEPTIONS TO WEARING LICENSE TAG; AMENDING SEC. 72.25, REMOVAL OF FERAL CAT COLONIES; AMENDING SEC. 72.26, OWNING PRIMARY VECTORS OF RABIES; AMENDING SEC. 72.27, KEEPING A STRAY DOMESTIC ANIMAL; AMENDING SEC. 72.28, IMPOUNDMENT AND CONFISCATION OF AN ANIMAL; AMENDING SEC. 72.29, REDEMPTION OF IMPOUNDED COMPANION ANIMALS; AMENDING SEC. 72.30, ADOPTION OF ANIMAL; AMENDING SEC. 72.31, HUMANE EUTHANASIA; AMENDING SEC. 72.32, DISPOSAL OF ANIMAL CARCASS BY OWNERS; AMENDING SEC. 72.33, DUTIES OF PERSON INJURING AN ANIMAL; AMENDING SEC. 72.34, COMPANION ANIMALS IN MOTOR VEHICLE; AMENDING SEC. 72.35, ANIMAL EXPLOITATION; AMENDING SEC. 72.36, SALE OR DONATION OF IMPOUNDED ANIMALS FOR PURPOSE OF SCIENTIFIC RESEARCH; AMENDING SEC. 72.37, INSPECTION OF ANIMAL ESTABLISHMENTS; AMENDING SEC. 72.38, AUTHORITY OF ANIMAL SERVICES TO ASSIST WITH CERTAIN ANIMALS; AMENDING SEC. 72.39, TRAPPING ANIMALS; AMENDING SEC. 72.40, FEES; AMENDING SEC. 72.41, WAIVER OF FEES; AMENDING

SEC. 72.42, CHAPTER TO BE LIBERALLY CONSTRUED; PROVIDING FOR REPEAL; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 72.01 remains unchanged but is included for continuity:

Sec. 72.01. Short title.
This Chapter shall be known and cited as the "Alachua County Animal Services Ordinance."

SECTION 2. Section 72.02 is amended to read as follows:

Sec. 72.02. Definitions.
As used in this chapter, the following words and phrases are defined as follows:

Aggressive dog means any dog that has been declared aggressive as a result of an investigation and determination from ~~animal services~~Animal Services because the dog has severely injured or killed a companion animal while off the owner's property.

Animal means any living ~~dumb creature~~ nonhuman vertebrate.

~~*Animal services*~~*Animal Services* means the Alachua County Office of Animal Services, the director, and ~~the~~ any enforcement officers.

Animal welfare organization means any 501(c)(3) not-for-profit organization established for the purpose of animal welfare.

Attack means to bite, to scratch, to chase, or to approach in a menacing fashion.

Bite means a penetration of skin with teeth and with blood appearing in the wound.

Cat means a domestic feline, felis catus.

Companion animal means any animal that lives with and about the habitat of a human and that is dependent upon that human for its survival.

County means the unincorporated area of Alachua County and the municipal areas included within the jurisdiction of this chapter.

Dangerous dog means any dog that has been declared dangerous as a result of an investigation and determination from Aanimal Sservices because the dog

(1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being or caused death of a human being on public or private property; or

(2) Has more than once severely injured or killed a companion animal while off of the owner's property; or

~~(3) Has been used primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting; or~~

(34) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by ~~animal services~~Animal Services.

Director means the person in charge of the administration of ~~animal services~~Animal Services.

Dog means a domestic canine, canis familiaris.

Domestic animal means a dog, cat or ferret. Domestic ~~an~~ animals are ~~an~~ subject to the rabies vaccination and license mandate~~, that is a dog, cat or ferret~~.

Enforcement officer means an ~~animal services~~Animal Services enforcement officer.

Excreta means feces.

Feral cat means any cat which behaves as though it was ~~that is~~ born wild or has reverted to the wild by displaying ~~and that is~~ unsocialized or, untamed behavior, including but not limited to, the inability ~~, or unable~~ to be approached or handled.

Ferret means a domestic ferret, mustela putorius furo.

Harbor means to provide care, shelter, protection, refuge, food or nourishment to an animal.

Humane euthanasia means an injection that causes immediate and painless death, as mandated by Florida Statutes and the Board of Veterinary Medicine.

Humane trap means a trap designed to capture~~s~~ an animal~~s~~ alive and in a manner that does not injure the animal~~s~~.

Leash means a restraint such as a rope, cord, chain, or device that is mobile and no longer than ten feet.

Livestock means an animal~~s~~ of the bovine, equine, ovine, or porcine class, not kept as companion animal~~s~~, including but not limited to a cow~~cattle~~, calf~~ves~~, sheep, swine, horse~~s~~,

mules, goats, ostriches, ~~and~~ or any other animal ~~which~~ that can or may be used in and for the commercial preparation of meat or any meat products.

Motor vehicle operator means any person who owns or operates a self-propelled vehicle, including a vehicles propelled by electric power.

Owner means any competent person, firm, corporation, or organization, possessing, owning, harboring, keeping, or having control or custody over any animal, or if the animal is owned by a person under the age of 18, that person's parent or guardian.

Physical control means:

(1) Immediate and continuous control of a dog by a competent person, through the use of a leash; or

(2) Continuous control of a dog through the use of an enclosure, which prevents the escape of the dog. An electrical device for the purpose of confining an animal does not meet the definition of physical control.

Proper enclosure for an aggressive dog means ~~securely confined in~~ an enclosed structure that prevents the entry of a ~~young~~ child~~ren~~ and prevents the aggressive dog from escaping. Such structure shall have sides to securely confine and prevent the dog from escaping over, under, or through it and also provides adequate shelter in accordance with 72.10 herein.

Proper~~ly~~ enclosure~~d~~ ~~for a for a~~ dangerous dog means securely confined indoors in a manner that prevents escape or securely enclosed in a locked pen or structure that ~~is designed to~~ prevents the entry of a ~~young~~ child~~ren~~ and ~~designed to~~ prevents the dangerous dog from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and ~~shall~~ also provides adequate shelter in accordance with 72.10 herein ~~protection from the elements~~.

Quarantine means the isolation of an animal in a substantial, properly ventilated enclosure that does not harm or endanger the animal, so that it may not contact another animal~~s~~ or unauthorized person~~s~~.

Scratch means a penetration of skin from something other than teeth and blood being present in the wound.

Severe injury means any physical injury that results in a broken bone~~s~~, multiple bites, or a disfiguring laceration~~s~~ requiring sutures or reconstructive surgery.

Shelter business day means a day that the Animal Control shelter is open for business.

Stationary object means any object natural or manmade that is of sufficient weight or construction to inhibit the free movement of a dog when tethered, fastened, chained or tied.

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Stray means any ~~all~~ non-feral domestic animals found off of its owner's property without the owner's consent and without the consent to be on the property where the animal is found.

Tether means a leash, cord, or chain that is anchored to a stationary object on one end.

Unprovoked attack means an attack that occurs even though a person is acting peacefully and lawfully.

Violent dog attack means an attack by a dog that:

(1) Has previously been declared dangerous; or

(2) Causes severe injury or death to a human being.

Veterinarian means a person who is licensed to engage in the practice of veterinary medicine in Florida under the authority of F.S. ch. 474.

SECTION 3. Sections 72.03, 72.04, 72.05and 72.06 remain unchanged but are included for continuity:

Sec. 72.03. Adoption of state statutes by reference.
The board adopts by reference as a part of this chapter, all laws of the State of Florida relating to animal control, animal welfare, and animal cruelty.

Sec. 72.04. Territorial jurisdiction.
This chapter shall be applicable in the unincorporated area of the county and within the corporate limits of the cities of Alachua, Archer, Gainesville, Hawthorne, High Springs, LaCrosse, Micanopy, Newberry, and Waldo.

Sec. 72.05. Enforcement agency designation and empowerment.
~~Animal services~~Animal Services is designated as the county agency responsible for the proper enforcement of this chapter~~,~~ and is assigned the administrative functions of carrying out the provisions of this chapter and other authorized duties. In carrying out the duties of this chapter, ~~animal services~~Animal Services may employ equipment, including but not limited to control poles, nets, leashes of any construction, chemical capture devices, snake tongs, oleoresin capsicum aerosols, snake hooks, humane traps, collapsible batons, and metal carrying cages.

Sec. 72.06. Humane education.
It is considered to be a valid public purpose to educate the population of the county concerning the law and proper care and respect for animals. In accordance with this duty, ~~animal services~~Animal Services shall make adequate provision for conducting appropriate educational programs.

SECTION 4. Section 72.07 is amended to read as follows:

Sec. 72.07. Reserved~~Enforcement officer's immunity~~.

~~When in good faith an enforcement officer enters property to perform the duties of this chapter, the enforcement officer is immune from civil liability and criminal prosecution for trespass.~~

SECTION 5. Section 72.08 is amended to read as follows:

Sec. 72.08. - Enforcement procedures.

(a) ~~An enforcement officer may issue a citation to a person w~~When ~~the~~ an enforcement officer has probable cause to believe that ~~the~~ a person has violated a provision of this chapter, the enforcement officer may issue a citation to the person. The citation shall contain:

(1) The date and time of issuance;

(2) The name and address of the person;

(3) The date and time the violation was committed;

(4) The facts constituting probable cause;

(5) The section of the chapter that was violated;

(6) The name and authority of the officer;

(7) The procedure for the person to follow in order to pay the civil penalty, to contest the citation, or to appear in court as may be required;

(8) The applicable civil penalty if the person elects to contest the citation;

(9) The applicable civil penalty if the person elects not to contest the citation;

(10) A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, he or she shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty; and

(11) A conspicuous statement that if the person is required to appear in court, that an option to pay a fine in lieu of appearing in court does not exist.

(b) An enforcement officer may, but shall not be required to, issue a written warning prior to the issuance of a citation ~~in~~ for a ~~incidents of~~ violation of this chapter. Failure to comply with the provisions of a written warning may result in issuance of a citation or impoundment of the animal, or both.

(c) Pursuant to F.S. § 828.073, ~~A~~an enforcement officer may issue to an owner an order to provide care~~, pursuant to F.S. § 828.073~~.

(d) ~~If a person fails to pay the civil penalty, fails to appear in court to contest the citation, or fails to appear in court as may be required, then the court may issue an order to show cause upon the request of animal services. The person shall be required by the court order to appear before the court to explain why action on the citation has not been taken. If any person who is issued such order fails to appear in response to the court's directive, the person may be held in contempt of court.~~

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~~(e)~~ Pursuant to F.S. § 828.27(4)(b), $5.00 of each civil penalty imposed for a violation of this chapter shall be used by the county to pay the costs of a 40-hour minimum standards training course for the enforcement officers, which course is mandated by F.S. § 828.27~~(3)~~(4)(a)1.

SECTION 6. Section 72.09 is amended to read as follows:

Sec. 72.09. Obstruction of enforcement.

(a) A person shall not refuse to surrender an animal upon lawful demand by the director or an enforcement officer.

(b) A person shall not interfere with the director or an enforcement officer who is lawfully performing authorized duties.

(c) A person shall not hold, hide, or conceal any animal which the director or an enforcement officer is investigating or deems to be in violation of this chapter.

(d) A person shall not take or attempt to take any animal from the director or an enforcement officer or from any vehicle that is used by the enforcement officer to transport animals.

(e) Without proper authority, ~~A~~a person shall not take or attempt to take any animal from the ~~animal services~~Animal Services' shelter, an ~~animal services~~Animal Services' animal carrier, or a trap ~~without proper authority~~.

(f) A person shall not willfully refuse to sign and accept a citation issued by an enforcement officer. If a person violates this subsection, the person shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083 or 775.084.

(g) A person shall not willfully make any false statemetnt in an affidavit or sworn testimony taken as part of an investigation of a violation of this chapter.

SECTION 7. Section 72.10 is amended to read as follows:

Sec. 72.10. Humane treatment for companion animals.

(a) An owner shall treat a companion animal in a humane manner and shall provide humane care for an animal. Humane care includes but is not limited to providing adequate food,

adequate water, adequate shelter, adequate space, and adequate veterinary care to maintain health and to prevent or cure diseases.

(1) Adequate food means food which is of sufficient quantity and nutritive value to maintain each companion animal in good health. The owner shall ensure that adequate food is accessible to each companion animal, is prepared so as to permit ease of consumption for the age, species, condition, size, and type of each companion animal, is provided in a clean and sanitary manner, is placed so as to minimize contamination by excrement and pests, and is provided at suitable intervals for the species, age, and condition of the companion animal, which is at least once daily except as prescribed by a veterinarian.

(2) Adequate water means clean, fresh, potable water of a drinkable temperature. The owner shall ensure that adequate water is provided at all times in a suitable manner, in sufficient volume, and refreshed at suitable intervals~~, at all times~~ to maintain normal hydration for the age, species, condition, size, and type of each companion animal, except as prescribed by a veterinarian, and that the water is provided in a clean, durable receptacle, which is accessible to each companion animal and is placed so as to prevent contamination of the water by excrement and pests.

(3) Adequate shelter means a shelter that is suitable for the species, age, condition, size, and type of each companion animal, and provides adequate space for each companion animal, is safe and protects each companion animal from injury, direct sunlight, other weather elements, adverse effects of heat or cold, physical suffering, and impairment of health. The owner shall ensure that the shelter is properly lighted, is properly cleaned, enables each companion animal to be clean and dry, except when detrimental to the species, and for dogs and cats provides a solid surface and resting platform, pad, floor mat, or similar device that is large enough for the dog or cat to lie on in a normal manner and can be maintained in a sanitary manner.

(4) Adequate space means space that allows a companion animal to easily sit, stand, lie, turn about, and make other normal body movements in a comfortable, normal position for a companion animal. The owner shall ensure adequate space exists so a companion animal can interact safely with other animals in the enclosure, unless specified by veterinarian care. Nothing in this subsection precludes veterinary care that temporarily restricts movement if it would endanger a companion animal.

(5) Veterinary care may include humane euthanasia if a companion animal is beyond the abilities of veterinary medicine to treat or cure and the animal is suffering.

(b) Livestock animals, raised for food under acceptable husbandry standards and government regulations, are exempt from this section.

(c) Except as provided herein and in section 72.34(b) no person shall restrain a dog by means of tethering, fastening, chaining, or tying the dog to a stationary object for more than 3 hours in a 24 hour period. If a dog is tethered the owner shall use a tether that weights less than 1/8~~?~~ the total weight of the dog and that is at least three times the body length of the dog from

nose to the end of the body excluding the tail. The tether ~~A dog~~ may be attached to a running line, pulley, or trolley system provided (a) that the length of the running line, pulley, or trolley system be no shorter than 10 feet and (b) that a choke or pinch collar is not used.

(d) An owner shall use a collar or harness which is appropriate for the age and size of a companion animal.

(e) A person shall not crop the ears or dock the tail of any dog, unless the person employs a veterinarian to perform the cropping and docking. If a person possesses a dog with an ear or ears cut off or cropped, or tail docked, and with the unhealed wound, then that possession is prima facie evidence of a violation of this section, unless the cropping or docking was performed by a veterinarian.

(f) A person shall not castrate a companion animal, unless that person employs a veterinarian to perform the castration.

SECTION 8. Section 72.11 is amended to read as follows:

Sec. 72.11. Confinement of domestic animals in heat (estrus).

(a) An owner shall humanely and securely confine a domestic animal in heat (estrus) indoors or in an enclosed and locked structure which prevents the entry of a male domestic animal and prevents the female in heat from escaping. Confinement solely by a leash, tether or other similar restraint, or within a fence, open kennel, open cage or run, is not presumed to be in compliance with this section.

(b) If a female domestic animal is to be released for an acceptable reason from the secured enclosure, then the owner of the female domestic animal in heat ~~shall~~ must have physical control over the domestic animal at a distance of six feet or less, and be able to physically restrain the animal from coming into contact with a male domestic animal. Acceptable reasons for release from confinement are limited to excretion and veterinary visits.

(c) A person intentionally breeding a female domestic animal in a controlled environment, with the consent of the owner of the male domestic animal, is exempt from this section during breeding.

(d) For purposes of this section, the definition of domestic animal excludes ferret.

SECTION 9. Section 72.12 is amended to read as follows:

Sec. 72.12. Physical control of dogs ~~off owner's property~~.

(a) An owner shall ~~have~~ maintain physical control of a dog at all times when the dog is off the owner's property, unless the property owner or designee or lessee consents to the removal of the physical control and the dog is under immediate adult supervision. Off the owner's property means on any public or private property including but not limited to streets, sidewalks, schools, parks, or private property of others. For property owned or controlled by a government entity, it is presumed that consent is not given unless posted.

(b) Dogs which are exempt from this section include:

(1) A police dog, fire dog, or SAR dog, as defined in F.S. § 843.19, when the dog is operating in its official capacity, as defined in said section; or

(2) A dog that is a trained and certified animal service dog used to assist persons with disabilities when it is performing those services; or

(3) A dog involved in organized training or exhibiting including obedience trials, conformation shows, field trials, hunting trials, and herding trials; or

(4) A dog involved in any legal hunt in an authorized area, ~~and~~ when the owner possesses a valid hunting license.

SECTION 10. Section 72.13 is amended to read as follows:

Sec. 72.13. Removal of dog excreta.

The owner of a dog shall immediately remove any excreta deposited by the dog on any property other than the owner's, including but not limited to public property, streets, sidewalks, schools, parks, and private property. The owner of a dog shall carry adequate waste removal devices or disposal bags while the dog is off of the owner's property, unless the waste removal devices are provided.

SECTION 11. Section 72.14 is amended to read as follows:

Sec. 72.14. Procedure to classify a dog as aggressive or dangerous.

~~The procedure to classify a dog as aggressive shall be in accordance with the procedure set forth in Sec. 72.16 of this code.~~

(a) Animal ~~s~~Services shall investigate reported incidents involving any dog that may be aggressive or dangerous. ~~Animal services~~Animal Services shall, if possible, interview the owner and witnesses, and attempt to obtain a sworn affidavit from any person, including any enforcement officer, desiring to have the dog classified as aggressive or dangerous.

(b) After the investigation, ~~animal services~~Animal Services shall make an initial determination as to whether there is sufficient cause to classify a dog as aggressive or dangerous. If ~~animal services~~Animal Services does find sufficient cause, ~~animal services~~Animal Services shall provide to the owner of the dog written notification of the sufficient cause finding. Such notification shall be provided by registered mail, certified hand delivery, or in accordance with F.S. ch. 48.

(c) If ~~animal services~~Animal Services finds sufficient cause to classify a dog as aggressive or dangerous, the owner may request a hearing, as provided in Sec. 72.15 of this code, before a final determination is made.

(d) ~~Animal services~~Animal Services shall not declare a dog dangerous if the threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or, while lawfully on the property, was tormenting, abusing, or assaulting the dog, its owner, or a family member. ~~Animal services~~Animal Services shall not declare a dog dangerous if the dog was protecting or defending a human being from an unjustified attack or assault and the protected or defended human being was within the immediate vicinity of the dog.

(e) Any animal that is the subject of an investigation under this section may be impounded by Animal Services until the conclusion of the case if Animal Services believes that the animal represents a threat to the community. The owner of any animal that is the subject of an investigation under this section and that is not impounded with ~~animal services~~Animal Services shall confine the animal in either a proper enclosure for an aggressive dog or a proper enclosure for a dangerous dog, depending upon the initial classification made by ~~animal services~~Animal Services, pending the outcome of the investigation and any hearings or appeals. The owner shall provide to ~~animal services~~Animal Services the address of where the animal resides. The owner of a dog that is the subject of an investigation under this section shall not relocate or transfer ownership of the dog pending the outcome of the investigation or any hearings or appeals. In the event that a dog is ordered to be destroyed, the owner shall not relocate or transfer ownership of the dog.

SECTION 12. Section 72.15 is renumbered to 72.16, and new 72.15 is added as follows:

Sec. 72.15. Hearing procedure.

(a) On or before the following dates, an owner may file a written request for hearing with Animal Services. T~~t~~he County Manager~~, who~~ shall designate an individual or the Codes Enforcement Board to act as a Hearing Officer to hold a hearing on or before:

(1) The seventh calendar day after the date of service of written notification of an initial determination of a sufficient cause finding under Sec. 72.14 of this code; or

(2) The tenth calendar day after the date of service of written notification that an aggressive dog was confiscated under Sec. 72.16 of this code; or

(3) The tenth calendar day after the date of service of written notification that a dog declared dangerous prior to February 1, 2006 was confiscated under Sec. 72.17 of this code; or

(4) The tenth business day after the date of service of written notification that a dog involved in a violent dog attack was confiscated under Sec. 72.20.

(b) No less than five calendar days and no more than twenty-one calendar days after the date of receipt of the written request, the County shall provide for the requested hearing. Upon the owner's consent, the hearing time may be extended, but in no case may the hearing be held more than sixty calendar days after the date of receipt of the written request.

(c) Hearing procedures

(1) Each party shall have the following rights: Formatted: Indent: First line: 1"

a. To be represented by counsel;

b. To compel the attendance of witnesses;

c. To examine witnesses;

d. To introduce exhibits;

e. To examine opposing witnesses on any relevant matter, even though the matter was not covered under direct examination;

f. To impeach any witness regardless of which party first called the witness to testify.

(2) Any interested party or person may make application and, upon good cause shown, may be allowed within the discretion of the Hearing Officer to intervene or appear in a proceeding pending before the Hearing Officer. Formatted: Font: 12 pt; Formatted: Font: 12 pt; Formatted: Indent: First line: 1"

(d) Subpoenas. Formatted: Font: 12 pt; Formatted: Font: 12 pt

(1) The Hearing Officer has the power to issue subpoenas to compel the attendance of witnesses at a hearing upon the written request of any party or upon the Hearing Officer's own motion. Formatted: Font: 12 pt; Formatted: Indent: First line: 1"; Formatted: Font: 12 pt

(2) A subpoena may be served by any person authorized by law to serve process. Service shall be made as provided by law. Formatted: Font: 12 pt; Formatted: Font: 12 pt

(3) Any person subject to a subpoena may, before compliance and on timely petition, request the Hearing Officer having jurisdiction of the dispute to invalidate the subpoena. Formatted: Font: 12 pt; Formatted: Font: 12 pt

(4) A party may seek enforcement of a subpoena issued under the authority of this chapter by filing a petition for enforcement in the county court. Failure to comply with an order of the court shall result in a finding of contempt of court. However, no person shall be in contempt while a subpoena is being challenged under subsection (d)(3). Formatted: Font: 12 pt; Formatted: Font: 12 pt

(5) If a party willfully fails to testify when duly subpoenaed, the Hearing Officer may: Formatted: Font: 12 pt; Formatted: Font: 12 pt; Formatted: Font: 12 pt

a. Order that the matters regarding which the questions were asked or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order;

b. Render a judgment by default against the disobedient party.

(6) Witness fees shall be paid as provided by law.

(e) Evidence.

(1) All hearings shall be conducted, insofar as practicable, in accordance with the Florida Evidence Code. However, the general nature of the hearing shall be conducted in an informal manner.

(2) In any hearing before the Hearing Officer, irrelevant, immaterial, or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether such evidence would be admissible in a trial in the courts of Florida. Any part of the evidence may be received in written form, and all testimony of parties and witnesses shall be made under oath. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

(3) Documentary evidence may be received in the form of a copy or excerpt if the original is not readily available. Upon request, parties shall be given an opportunity to compare the copy with the original.

(4) A party shall be permitted to conduct cross-examination when testimony is taken or documents are made a part of the record.

(5) The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

(6) The Hearing Officer shall work with the County to ensure that an audio and documentary record of the hearing is preserved, which record shall be public and open to inspection and transcription or copying by any person.

(f) Written determinations of the Hearing Officer.

(1) After due public hearing, the Hearing Officer shall issue a determination based upon the preponderance of the evidence. The Division shall bear the burden of establishing

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the dangerousness or aggressiveness of the dog, or that a violent dog attack occurred; and the owner shall bear the burden of establishing any legal defenses.

(2) All determinations of the Hearing Officer shall be in writing, signed and dated by the Hearing Officer, shall contain findings of fact and conclusions of law, and shall be served upon the owner by registered mail, certified hand delivery, or service in conformance with Chapter 48, Florida Statutes. If the Hearing Officer upholds the initial determination of dangerousness, the owner shall comply with the provisions of subsection 72.17.5 within fourteen (14) calendar days of the Hearing Officer's determination; or in the event of any appeal of said determination to a court of competent jurisdiction, within fourteen (14) calendar days of a decision adverse to the owner. If the Hearing Officer upholds the initial determination of aggressiveness, the owner shall comply with the provisions of subsection 72.16 within fourteen (14) calendar days of the Hearing Officer's determination; or in the event of any appeal of said determination to a court of competent jurisdiction, within fourteen (14) calendar days of a decision adverse to the owner.

(3) On or before the tenth business day after the date of service of a final decision, the owner may appeal to the proper court the decision regarding any aggressive, dangerous or violent dog. The appeal shall be a review of the record, not de novo.

(g) Payment of Hearing Officer. The cost of the Hearing Officer shall be paid by the losing party. If more than one item is in dispute, and if there are mixed results, a party shall only be responsible for the cost of the Hearing Officer's time that was applied to the losing item or items, which percentage of time shall be determined by the Hearing Officer.

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SECTION 13. Section 72.15 is renumbered 72.16 and amended to read as follows:

Sec. 72.16~~15~~. - Requirements for aggressive dogs.

(a) On or before the fourteenth day after the date of notification of the classification of a dog as aggressive, the owner of the dog shall obtain a certificate of registration from ~~animal services~~Animal Services. The owner shall renew the certificate annually. ~~Animal services~~Animal Services is authorized to issue such certificates of registration and renewals only to persons who have attained at least 18 years of age and who present to ~~animal services~~Animal Services sufficient evidence of:

(1) A current certificate of rabies vaccination for the dog;

(2) A proper enclosure for an aggressive dog;

(3) Warning signs that are clearly visible from all entry points and inform both children and adults of the presence of an aggressive dog on the property;

(4) Permanent identification of the dog by electronic implantation;

(5) Two color photos of the dog in two different poses showing the color and size of the animal; and

(6) Surgical sterilization of the dog, unless a veterinarian certifies in writing that ~~the animal is incapable of reproduction or that~~ the sterilization of the animal would be injurious to the animal's health.

(b) If ~~the~~ an owner does not comply with the requirements of subsection (a) of this section~~for aggressive dogs on or before the fourteenth day after the classification of the dog as aggressive~~, then ~~animal services~~Animal Services may confiscate the aggressive dog. On or before the tenth calendar day after the date the aggressive dog is confiscated, ~~animal services~~Animal Services shall give the owner written notification by certified mail, certified hand delivery, or service in accordance with F.S. ch. 48, that the aggressive dog was confiscated and that the owner may request a hearing. ~~On or before the tenth calendar day after service of the written notice, the owner may submit to the county manager a request for a hearing to determine whether the requirements for aggressive dogs have been met.~~ If no hearing is requested, then permanent custody vests with ~~animal services~~Animal Services. If the owner desires to be heard, the owner may request a hearing as provided in Sec. 72.15. ~~If a hearing is requested, then the county manager or his designee shall conduct the hearing between the fifth day and twenty-first day after service of the request.~~ If the Hearing Officer ~~county manager or his designee~~ determines ~~at the hearing~~ that the owner was in compliance at the time of the confiscation or has since come into compliance with the requirements for aggressive dogs, then ~~animal services~~Animal Services shall release the aggressive dog back to the owner. The owner of an aggressive dog who was not in compliance at the time of the confiscation but came into compliance before the hearing must pay all fees due to ~~animal services~~Animal Services, including board for the days leading up to the hearing, before the dog will be returned to the owner. If the Hearing Officer ~~county manager or his designee~~ determines ~~at the hearing~~ that the owner has not complied with the requirements for aggressive dogs, then permanent custody vests with ~~animal services~~Animal Services on the tenth calendar day ~~ten days~~ after the date of service of the ruling on the owner.

(c) The owner shall immediately notify ~~animal services~~Animal Services when a dog that has been classified as aggressive:

(1) Becomes loose or unconfined;

(2) Attacks a human being or another companion animal; or

(3) Dies.

(d) The owner shall immediately notify ~~animal services~~Animal Services if the owner moves to another address with the aggressive dog.

(e) The owner shall immediately notify ~~animal services~~Animal Services if the owner is going to sell or give away the aggressive dog ~~or give the aggressive dog away~~. Prior to an aggressive dog being sold or given away, the owner shall provide to ~~animal services~~Animal Services the name, address, and telephone number of the new owner ~~to animal services~~. While residing in Alachua County, ~~T~~the new owner shall comply with all of the requirements of this chapter that relate to aggressive dogs~~, while residing in Alachua County~~.

(f) The owner shall immediately notify ~~animal services~~Animal Services if the owner believes that the aggressive dog has been stolen.

(g) The owner of an aggressive dog shall not permit the dog to be outside of the proper enclosure for an aggressive dog, unless the dog is ~~restrained by a substantial leash and~~ under physical control of a competent person.

(h) An owner of an aggressive dog shall not use the dog for hunting purposes.

(i) The provisions of this chapter relating to aggressive dogs do not apply to dogs used by law enforcement officials for law enforcement work.

(j) If a dog has been declared dangerous, the provisions of this section do not apply.

~~**Sec. 72.16. Procedures to classify a dog as dangerous.**~~

~~(a) Animal services shall investigate reported incidents involving any dog that may be dangerous. Animal services shall interview the owner and require a sworn affidavit from any person, including any enforcement officer, desiring to have the dog classified as dangerous.~~

~~(b) After the investigation, animal services shall determine if a dog is to be classified as dangerous and shall immediately provide written notification by registered mail, certified hand delivery, or in accordance with F.S. ch. 48, to the owner of a dog if that dog is classified as dangerous.~~

~~(c) On or before the seventh calendar day after receipt of the written notice, the owner of a dog that has been classified by animal services as dangerous may file a written request for a hearing to appeal the classification.~~

~~(d) The written request for a hearing shall be sent to the county manager. The county manager or the designee shall conduct the hearing on or after the fifth day and on or before the twenty-first day after receipt of the request.~~

~~(e) The nature of the hearing is nonadversarial, informal in form, and is an opportunity for the owner to be heard. A person requesting a hearing shall be afforded the following rights:~~

~~(1) Present his or her case by oral or documentary evidence; and~~

~~(2) Be accompanied, represented, and advised by counsel; and~~

~~(3) Offer the testimony of witnesses.~~

~~(f) Following the hearing, the person who conducted the hearing or the designee shall prepare a written final decision and provide a copy of the decision to the owner by registered mail, certified hand delivery, or service in accordance with F.S. ch. 48.~~

~~(g) On or before the tenth day after receipt of a final decision, the owner may file a written request for a hearing in county court to review the decision. The appeal to county court shall be by way of petition for writ of certiorari.~~

~~(h) Pending resolution of all appeals, if the dog has been confiscated, then animal services shall not destroy the dog. If the dog has not been confiscated, then the owner shall confine the dog in a proper enclosure for a dangerous dog.~~

~~(i) Animal services may not classify a dog as dangerous if an attack occurred while a person was unlawfully on the property of the dog's owner.~~

SECTION 14. Section 72.17 is amended to read as follows:

Sec. 72.17. Requirements for dogs declared dangerous prior to February 1, 2006.

(a) On or before the fourteenth day after the date of ~~the~~ notification of the classification of a dog as dangerous, the owner of the dog shall obtain a certificate of registration and a dangerous dog tag or collar from ~~animal services~~Animal Services. The owner shall renew the certificate annually. ~~Animal services~~Animal Services is authorized to issue such certificates of registration and renewals only to persons who have attained at least 18 years of age and who present to ~~animal services~~Animal Services sufficient evidence of:

(1) A current certificate of rabies vaccination for the dog;

(2) A proper enclosure for a dangerous dog;

(3) Warning signs that are clearly visible from all entry points and inform both children and adults of the presence of a dangerous dog on the property;

(4) Permanent identification of the dog by either a tattoo on the inside thigh or electronic implantation;

(5) Surgical sterilization of the dog, unless a veterinarian certifies in writing that sterilizing ~~the animal is incapable of reproduction or that neutering~~ the animal would be injurious to the animal's health. If the health condition of the animal is of a temporary nature, then the owner shall employ a veterinarian to sterilize ~~neuter~~ the animal immediately after the health condition has been corrected; and

(6) Two color photos of the dog in two different poses showing the color and size of the animal.

(b) The owner shall secure the dangerous dog collar or tag around the dog's neck so that it is clearly visible at all times.

(c) If ~~the~~ an owner does not comply with the requirements of subsection (a) of this section ~~for dangerous dogs on or before the fourteenth day after the classification of the dog as dangerous~~, then ~~animal services~~Animal Services may confiscate the dangerous dog. On or before the tenth calendar day after the date the dangerous dog is confiscated, ~~animal services~~Animal Services shall give the owner written notification by certified mail, certified hand delivery, or service in accordance with F.S. Ceh. 48, that the dangerous dog was confiscated and that the owner may request a hearing ~~s~~provided by 72.15. ~~On or before the tenth calendar day after service of the written notice, the owner may submit to the county manager a request for a hearing to determine whether the requirements for dangerous dogs have been met.~~ If no hearing is requested, then permanent custody vests with ~~animal services~~Animal Services. ~~If a hearing is requested, then the county manager or his designee shall conduct the hearing between the fifth day and twenty-first day after service of the request.~~ If the Hearing Officer ~~county manager or his designee~~ determines ~~at the hearing~~ that the owner was in compliance at the time of the confiscation or has since come into compliance with the requirements for dangerous dogs, then ~~animal services~~Animal Services shall release the dangerous dog back to the owner. The owner of a dangerous dog who was not in compliance at the time of the confiscation but came into compliance before the hearing must pay all fees due to ~~animal services~~Animal Services, including board for the days leading up to the hearing, before the dog will be returned to the owner. If the Hearing Officer ~~county manager or his designee~~ determines ~~at the hearing~~ that the owner has not complied with the requirements for dangerous dogs, then permanent custody vests with ~~animal services~~Animal Services ten days after the date of service of the ruling on the owner.

(d) The owner shall immediately notify ~~animal services~~Animal Services when a dog that has been classified as dangerous:

(1) Becomes loose or unconfined;

(2) Attacks a human being or another companion animal; or

(3) Dies.

(e) The owner shall immediately notify ~~animal services~~Animal Services if the owner moves to another address with the dangerous dog. If the owner moves to a different jurisdiction, then the owner shall notify the enforcement officer of the new jurisdiction that the dog has been classified as dangerous.

(f) The owner shall immediately notify ~~animal services~~Animal Services if the owner is going to sell or give away the dangerous dog ~~or give the dangerous dog away~~. Prior to a dangerous dog being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to ~~animal services~~Animal Services. The new owner shall comply with all of the requirements of this chapter that relate to dangerous dogs, even if the animal is moved from the jurisdiction of this chapter to another local government jurisdiction within the state.

(g) The owner shall immediately notify ~~animal services~~Animal Services if the owner believes that the dangerous dog has been stolen.

(h) The owner of a dangerous dog shall not permit the dog to be outside of the proper enclosure for a dangerous dog, unless the dog is muzzled and restrained by a substantial leash and under physical control of a competent person. The owner shall use a muzzle that is made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but prevents the dog from biting any person or animal. The owner may exercise the dog on the owner's property in a securely fenced or enclosed area that does not have a top, without a muzzle or leash on the dog, if the dog remains within the owner's sight and only members of his immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. While transporting the dangerous dog, the owner shall restrain the dog safely and securely within a vehicle.

(i) An owner of ~~with~~ a dangerous dog shall not use the dog for hunting purposes.

(j) The provisions of this chapter relating to dangerous dogs do not apply to dogs used by law enforcement officials for law enforcement work.

(k) The provisions of this section shall be applicable to dogs declared dangerous by ~~animal services~~Animal Services prior to February 1, 2006, and also to dogs declared dangerous by another Florida county in accordance with Chapter 767, Florida Statutes, prior to February 1, 2006.

SECTION 15. Section 72.17.5 is deleted and replaced with the following: ~~amended to read as follows:~~

Sec. 72.17.5. Requirements for dogs declared dangerous after July 12, 2011.

(a) On or before the fourteenth day after the date of notification of the classification of a dog as dangerous, the owner of the dog shall obtain a certificate of registration and a dangerous dog tag or collar from Animal Services. The owner shall renew the certificate annually. Animal Services is authorized to issue such certificates of registration and renewals only to persons who have attained at least 18 years of age and who present to Animal Services sufficient evidence of:

(1) A current certificate of rabies vaccination for the dog;

(2) A proper enclosure for a dangerous dog;

(3) Warning signs that are clearly visible from all entry points and inform both children and adults of the presence of a dangerous dog on the property;

(4) Permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation;

(5) Surgical sterilization of the dog, unless a veterinarian certifies in writing that sterilizing the animal would be injurious to the animal's health. If the health condition of the

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animal is of a temporary nature, then the owner shall employ a veterinarian to sterilize the animal immediately after the health condition has been corrected; and

(6) Two color photos of the dog in two different poses showing the color and size of the animal; and

(7) Fee simple ownership of the property upon which the dangerous dog and enclosure are located or, alternatively, permission to locate the dangerous dog and enclosure on the property from the fee simple owner of the property; and

(8) Liability insurance maintained in a minimum amount of $500,000 aggregate/ $250,000 per incident, for each dangerous dog, for damage or injury caused by the dangerous dog. Owner shall provide a Certificate of Insurance to the County with a 30 day notice of cancellation. Certificate holder: Alachua County Board of County Commissioners, Alachua County Animal Services, 3400 N.E. 53rd Avenue, Gainesville, Florida, 32609.

(b) The owner shall secure the dangerous dog collar or tag around the dog's neck so that it is clearly visible at all times.

(c) If an owner does not comply with the requirements of subsection (a) of this section , then Animal Services may confiscate the dangerous dog. On or before the tenth calendar day after the date the dangerous dog is confiscated, Animal Services shall give the owner written notification by certified mail, certified hand delivery, or service in accordance with F.S. Ch. 48, that the dangerous dog was confiscated and that the owner may request a hearing provided by 72.15. If no hearing is requested, then permanent custody vests with Animal Services. If the Hearing Officer determines that the owner was in compliance at the time of the confiscation or has since come into compliance with the requirements for dangerous dogs, then Animal Services shall release the dangerous dog back to the owner. The owner of a dangerous dog who was not in compliance at the time of the confiscation but came into compliance before the hearing must pay all fees due to Animal Services, including board for the days leading up to the hearing, before the dog will be returned to the owner. If the Hearing Officer determines that the owner has not complied with the requirements for dangerous dogs, then permanent custody vests with Animal Services ten days after the date of service of the ruling on the owner.

(d) The owner shall immediately notify Animal Services when a dog that has been classified as dangerous:

(1) Becomes loose or unconfined;

(2) Attacks a human being or another companion animal; or

(3) Dies.

(e) The owner shall immediately notify Animal Services if the owner moves to another address with the dangerous dog. If the owner moves to a different jurisdiction, then the

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owner shall notify the enforcement officer of the new jurisdiction that the dog has been classified as dangerous.

(f) The owner shall immediately notify Animal Services if the owner is going to sell or give away the dangerous dog. Prior to a dangerous dog being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to Animal Services. The new owner shall comply with all of the requirements of this chapter that relate to dangerous dogs, even if the animal is moved from the jurisdiction of this chapter to another local government jurisdiction within the state.

(g) The owner shall immediately notify Animal Services if the owner believes that the dangerous dog has been stolen.

(h) The owner of a dangerous dog shall not permit the dog to be outside of the proper enclosure for a dangerous dog, unless the dog is muzzled and restrained by a substantial leash and under physical control of a competent person. The owner shall use a muzzle that is made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but prevents the dog from biting any person or animal. The owner may exercise the dog on the owner's property in a securely fenced or enclosed area that does not have a top, without a muzzle or leash on the dog, if the dog remains within the owner's sight and only members of his immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. While transporting the dangerous dog, the owner shall restrain the dog safely and securely within a vehicle.

(i) An owner of a dangerous dog shall not use the dog for hunting purposes.

(j) The provisions of this chapter relating to dangerous dogs do not apply to dogs used by law enforcement officials for law enforcement work.

(k) The provisions of this section shall be applicable to dogs declared dangerous by Animal Services on or after July 12, 2011, and also to dogs declared dangerous by another Florida county in accordance with Chapter 767, Florida Statutes, on or after July 12, 2011.

(l) Animal Services may impound a dog declared dangerous pursuant to this section at any time and may hold the dog until conclusion of all appeals. During this time, Animal Services may charge boarding and other fees for the care and maintenance of the dog while the owner appeals the dangerous dog classification. The owner will be billed monthly for the boarding costs. At the conclusion of all appeals, the owner has 14 calendar days to come into compliance with the dangerous dog requirements. If the owner is not in compliance, then custody shall vest with Animal Services in accordance with subsection (c) herein.

(m) The county may seek an injunction from a court of competent jurisdiction to enforce the requirements of this section.

SECTION 16. Section 72.18 is amended to read as follows:

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Sec. 72.18. Consequences to dog's owner after a dog attack.

(a) If a dog, that has not previously been declared an aggressive or dangerous dog, attacks and causes severe injury to or death of any human and the owner of the dog had prior knowledge of the dog's dangerous propensities, yet demonstrated a reckless disregard of such propensities under the circumstances, then the owner is guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083, unless the person attacked was engaged in criminal activity at the time of the attack.

(b) If a dog that has previously been declared an aggressive or dangerous dog, attacks or bites a person or a companion animal without provocation, then the owner is guilty of a misdemeanor of the first degree, punishable as provided in F.S. § 755.082 or 755.083, unless the person attacked was engaged in criminal activity at the time of the attack.

(c) If a dog that has previously been declared a dangerous dog, attacks and causes severe injury to or death of any human, then the owner is guilty of a felony of the third degree, punishable as provided in F.S. § 775.082, 775.083, or 775.084, unless the person attacked was engaged in criminal activity at the time of the attack.

(d) The owner of any dog that bites any person while such person is on or in a public place, or lawfully on or in a private place, including the property of the owner of the dog, is liable for damages suffered by persons bitten, regardless of the former viciousness of the dog or the owners' knowledge of such viciousness. However, any negligence on the part of the person bitten that is a proximate cause of the biting incident reduces the liability of the owner of the dog by the percentage that the bitten person's negligence contributed to the biting incident. A person is lawfully upon private property of such owner within the meaning of this act when the person is on such property in the performance of any duty imposed upon him or her by the laws of this state or by the laws or postal regulations of the United States, or when the person is on such property upon invitation, expressed or implied, of the owner. However, the owner is not liable, except as to a person under the age of 6, or unless the damages are proximately caused by a negligent act or omission of the owner, if at the time of any such injury the owner had displayed in a prominent place on his or her premises a sign easily readable including the words "Bad Dog." ~~If any dog bites any person, while such person is on or in a public place, or lawfully on or in a private property, including the property of the owner of such dog, then the owner shall be liable for the damages suffered by persons bitten, regardless of the former viciousness of such dog or the owner's knowledge of such viciousness. A person is lawfully upon private property of such owner when he or she is on the property in performance of any duty imposed by the laws of this state, or the laws or postal regulations of the United States, or when the person is on the property upon invitation, expressed or implied, of the owner. The owner of any dog shall not be liable for damages if:~~

~~(1) The person attacked was on the property, and that person mischievously or carelessly provoked or aggravated the dog that inflicted such damage; or~~

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~~(2) The person attacked was over age six and at the time of any such injury, and an easily readable sign was displayed in a prominent place on the premises, and included the words "bad dog."~~

SECTION 17. Section 72.19 is amended to read as follows:

Sec. 72.19. Procedures after possible rabies exposure.

(a) When an animal has allegedly bitten or scratched a person or is suspected or believed to be infected with rabies, the owner shall relinquish control of the animal to ~~animal services~~Animal Services upon request, or shall quarantine the animal at home or with a veterinarian, as directed by ~~animal services~~Animal Services.

(b) In certain cases, home quarantine of a domestic animal, which has bitten or scratched a person, may be permitted at the discretion of ~~animal services~~Animal Services, if determined safe and appropriate, and the following criteria and conditions are met:

(1) ~~If t~~the animal involved is a domestic animal~~, and it~~ that has a current vaccination from a veterinarian~~,~~ and ~~the domestic animal~~ is wearing a current license tag;

(2) ~~If a person is attacked by a dog,~~the animal is a dog that attacked a person, the owner ~~must have~~ had the dog under physical control when the attack occurred or, if the dog attack occurred on the owner's property, ~~animal services~~Animal Services ~~must~~ determined that the attack was provoked;

(3) ~~T~~the owner of the domestic animal has a facility ~~must have facilities deemed appropriate by animal services~~ to contain within a cage, fenced yard, or house the domestic animal during the quarantine period, which facility has been deemed appropriate by ~~animal services~~Animal Services ~~within either a cage, a fenced yard, or within the owner's house~~;

(4) ~~T~~the owner agrees that at the end of the quarantine period, the owner ~~shall~~ allows a representative or designee of the county health department to visually check an animal quarantined at home ~~at the end of the quarantine period if sucha visual check~~ it is deemed ~~necessary~~; and

(5) ~~Such~~ any other conditions ~~and~~ or safeguards as ~~animal services~~Animal Services may deem necessary and appropriate.

(c) at any time during the home quarantine period, ~~I~~if a domestic animal is reported or observed to not be confined or a dog is reported to not be under physical control ~~at any time during the home quarantine period~~, the home quarantine privilege is revoked immediately and the owner, at the owner's ~~their~~ own expense, shall confine the domestic animal either with a veterinarian or at the county animal shelter for the duration of the quarantine period.

(d) The investigating ~~animal services~~Animal Services officer shall decide whether ~~The decision~~ to allow home quarantine of a domestic animal ~~is made by the investigating~~

~~enforcement officer~~. In the event of any dispute regarding the appropriateness of home quarantine, the director has ~~the~~ final decision-making authority in the matter.

(e) If a police dog, as defined in F.S. § 843.319, has attacked a person while acting under the direction of a law enforcement agency in an official capacity, such as aiding in the detection of criminal activity, enforcement of laws, or apprehension of offenders, the director may exempt the dog from the quarantine and impoundment provisions of this chapter, upon proof of a current vaccination and licensing for the dog.

SECTION 18. Section 72.20 is amended to read as follows:

Sec. 72.20. Procedures after violent dog attack.

(a) If a violent dog attack occurs, then ~~animal services~~Animal Services shall confiscate the dog and, if necessary, immediately quarantine the dog~~place it in quarantine if necessary~~.

(b) ~~Animal services~~Animal Services shall deliver to ~~give~~ the owner written notification by certified mail, certified hand delivery, or service in accordance with F.S. ch. 48, that the dog was confiscated and that the owner may request a hearing as set out in Sec. 72.15~~sections 72. 1 6(c) (g), on or before the tenth day after receipt of the notification~~.

(c) ~~Animal services~~Animal Services shall confine ~~or and isolate~~ the dog for a period of time as determined by Aanimal Sservices. The period may not ~~cannot~~ end prior to the tenth day after ~~from~~ the date of delivery ~~the owner received~~ notification of the confiscation.

(d) ~~Animal services~~Animal Services shall humanely euthanize the dog ~~animal~~ at the exhaustion of ~~any~~ all appeals.

(e) During the appeals, ~~T~~the owner shall pay ~~be responsible for payment of~~ all boarding costs and other fees as may be required to humanely and safely keep the dog ~~during any appeal~~.

SECTION 19. Section 72.21 is amended to read as follows:

Sec. 72.21. Companion animals creating a public nuisance.

(a) ~~Without regard to knowledge, intent, or culpability, a~~An owner shall prevent a companion animal from becoming a public nuisance. ~~Animal services may impound a companion animal creating a public nuisance.~~ A public nuisance includes but is not limited to a companion animal that:

(1) Trespasses on public or private property ~~other than the owner's~~;

(2) Causes damage to another person's property;

(3) Creates a danger to the public health or safety;

(4) Disturbs or turns over a garbage containers;

(5) Chases or molests a vehicles, bicycles, persons, or animals;

(6) Displays a menacing or threatening behavior; or

(7) Defecates on public or private property without the property owner's consent, unless it is removed immediately.

(b) A Ccompanion animals that createsing a noise disturbances as provided in noise control in violation of chapter 110 of this Code are is a public nuisances. In the event of a public nuisance caused by noise, animal servicesAnimal Services may follow the procedures as outlined in chapter 110

(c) Enforcement actions allowed by this section are cumulative and supplemental and in addition to actions outlined elsewhere in this Codechapter.

SECTION 20. Section 72.22 is amended to read as follows:

Sec. 72.22. Rabies vaccination for domestic animals.

(a) The owner of a domestic animal that is four three months of age or older shall employ a veterinarian to vaccinate the domestic animal against rabies. The owner shall employ a veterinarian that uses a vaccine appropriate for the species of the animal, which vaccine must be as recognized by the current Compendium on Animal Rabies Prevention and Control ("Compendium"). Twelve months after the initial vaccination, Tthe owner of a dog shall have employ a veterinarian to vaccinate the dog vaccindatedvaccinated again 12 months after the initial vaccination and then annually, triannuallytriennially, or quadrennially thereafter, as recommended by the Compendium. Twelve months after the initial vaccination, Tthe owner of a cat shall employ a veterinarian to vaccinate the cat 12 months after the initial vaccination have the cat vaccinaated again, and then annually thereafter, if the veterinarian administers the one-year adjuvant free vaccine. If the veterinarian does not administer the one-year adjuvant free vaccine, then the owner of the cat shall employ a veterinarian to vaccinate the cathave the cat vaccinated annually, triannuallytriennially, or quadrennially, thereafter as recommended by the Compendium. Twelve months after the initial vaccination, Tthe owner of a ferret shall employ a veterinarian to vaccinate a ferret 12 months after the initial vaccination have the ferret vaccinated again, and then annually thereafter, or as recommended by the Compendium.

(b) If a veterinarian gives a written opinion that a vaccination would be injurious to the health of a domestic animal, then the owner may suspend the vaccination for the time period that the vaccination would be injurious. During the suspended time period, the owner shall confine the domestic animal in an enclosed building or kennel, or maintain the animal on a leash held by a human, until the domestic animal can be safely vaccinated.

(c) Any business that sell~~sing~~ a rabies vaccine in Alachua County shall prominently display a sign, no smaller than eight inches by ten inches, with letters no smaller than 0.25 inches, that states:

FLORIDA STATUTES §828.30(1) STATES IN PART: "ALL DOGS AND CATS 4 MONTHS OF AGE OR OLDER MUST BE VACCINATED BY A LICENSED VETERINARIAN AGAINST RABIES WITH A UNITED STATES GOVERNMENT-APPROVED VACCINE."

RABIES VACCINE ADMINISTERED BY ANYONE OTHER THAN A LICENSED VETERINARIAN IS NOT RECOGNIZED IN ALACHUA COUNTY FOR PURPOSES OF REQUIRED LICENSING OF DOGS, CATS OR FERRETS.

(d) Upon vaccination against rabies of an animal, the licensed veterinarian shall provide the animal's owner and ~~animal services~~Animal Services with a rabies vaccination certificate which must contain at least the following information:

(1) The license number of the administering veterinarian.

(2) The name, address, and phone number of the veterinarian and owner.

(3) The date of vaccination.

(4) The expiration date of the vaccination.

(5) The species, age, sex, color, breed, weight, and name of the animal vaccinated.

(6) The rabies vaccine manufacturer.

(7) The vaccine lot number and expiration date.

(8) The type and brand of vaccine used.

(9) The route of administration of the vaccine.

(10) The signature or signature stamp of the licensed veterinarian.

SECTION 21. Section 72.23 is amended to read as follows:

Sec. 72.23. Licensing domestic animals.

(a) The owner of a domestic animal that is four ~~three~~ months of age or older, shall license the domestic animal for one year beginning at the time of the initial rabies vaccination.

(b) After the expiration of the domestic animal's initial license, the owner shall ~~thereafter purchase a~~ re-license the animal, which license shall be valid for the period of effectiveness of each subsequent rabies vaccination.

(c) A license shall consist of a rabies vaccination, a license certificate, and a license tag for the animal's collar. License certificates and license tags may only be issued by ~~animal services~~Animal Services or an authorized veterinarian. No other license certificate or license tag shall be valid in the county. A license or license tag issued for one animal is not valid for any other animal.

(d) An owner, to whom a tag and license have been issued, shall use a substantial device to securely fasten the tag ~~by a substantial device~~ around the domestic animal's neck so the tag is clearly visible at all times.

(e) In the event a license tag is lost or destroyed, ~~animal services~~Animal Services shall issue a replacement tag upon presentation of the corresponding license certificate and payment of the appropriate fee.

(f) ~~A person newly residing in the county shall comply with the licensing provisions of this section o~~On or before the thirtieth day after the date a person moves to this county, the person shall comply with the licensing provisions of this section ~~changes residences~~. A person who ~~relocates a domestic animal to the county after having~~ has had their domestic animal inoculated in another county or state and then relocate~~ds~~ the animal to this county ~~by a veterinarian~~ may obtain a county tag from ~~animal services~~Animal Services upon paying appropriate licensing fees and presenting written proof of proper rabies vaccination that ~~which~~ meets the criteria for duration of immunity as provided for in this chapter~~, and by paying appropriate licensing fees~~.

(g) ~~Animal services~~Animal Services shall design the license certificate and a suitable license tag. The license tags must designate the name of the county and the year the tag was issued in addition to any other wording or identification as~~, from time to time,~~ may be deemed practical or appropriate.

(h) No later than the 15th day of each month, each veterinarian practicing in Alachua County shall provide to ~~animal services~~Animal Services a complete list of all domestic animals that they ~~have~~ vaccinated against rabies during ~~for~~ the previous month. The list shall be in accordance with § 828.30, Florida Statutes.

SECTION 22. Section 72.24 is amended to read as follows:

Sec. 72.24. Exceptions to wearing license tag.

(a) An owner ~~person,~~ whose domestic animal is participating in any organized exhibition or field trial or organized training for ~~these~~ such events, may remove the domestic animal's license tag during the activity.

(b) When ferrets are on the owner's property, the owner may remove the license tag.

(c) If an owner presents to ~~animal services~~Animal Services acceptable proof that a domestic animal participates in organized exhibiting, including a conformation show, or presents a written statement from a veterinarian describing a medical condition that prevents the fastening of a device around the domestic animal's neck, then the owner may register a microchip with ~~animal services~~Animal Services in lieu of placing a license tag on the domestic animal.

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SECTION 23. Section 72.25 is amended to read as follows:

Sec. 72.25. Removal of a feral cat colon~~y~~ies.

~~Animal services~~Animal Services has the right to impound a feral cat colony if:

(1) The colony or its members are creating a ~~create~~ public health ~~and~~ or safety concern. Such issues can include, but are not limited to, ~~s~~concerns about rabies or other zoonotic diseases, or animal~~-~~ to animal~~-~~ disease~~)~~; or

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(2) The ~~cats~~ colony or its members create~~s~~ a public nuisance as defined in section 72.~~19~~21.

SECTION 24. Section 72.26 is amended to read as follows:

Sec. 72.26. Owning a primary vector~~s~~ of rabies.

A person shall not own, harbor, keep, display, exhibit, sell, or intentionally breed any animals that are ~~is aa which are~~ primary vector~~s~~ of rabies, including but not limited to a raccoon~~s~~, fox~~es~~, coyote~~s~~, ~~and~~ or skunk~~s~~, unless permitted by the Florida Fish and Wildlife Conservation Commission.

SECTION 25. Section 72.27 is amended to read as follows:

Sec. 72.27. Keeping a stray domestic animal~~s~~.

A person shall not harbor, feed ~~and~~/or keep any stray domestic animal, unless ~~animal services~~Animal Services is notified on or before the 24th hour after the person ~~within 24 hours from the time such animal~~ came into possession of such animal. Upon receiving notice, an enforcement officer may impound the animal and place it in the animal shelter. A person shall surrender any stray domestic animal to an enforcement officer upon the officer's demand.

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SECTION 26. Section 72.28 is amended to read as follows:

Sec. 72.28. Impoundment and confiscation of an animal~~s; right of entry~~.

(a) ~~Animal services~~Animal Services may lawfully (a) take custody of any animal and remove it from its present location if it is found neglected or cruelly treated, or (b) without removing the animal from its present location, order the owner of any animal found neglected or cruelly treated to provide certain care to the animal at the owner's expense. After such removal or

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issuance of order to provide care. ~~animal services~~Animal Services shall petition the county court in accordance with Section 828.073, F.S.~~impound any animal found in violation of this chapter.~~

(b) When removing an animal under this section without consent, ~~Animal services~~Animal Services may not enter any area where the person occupying the property has a reasonable expectation of privacy. ~~Animal services may confiscate any animal impounded on three or more occasions. If an animal is confiscated by animal services, the owner of the animal and animal services shall follow the notice and hearing requirements set forth in this chapter for failure to comply with dangerous dog requirements.~~

~~(c) Pursuant to F.S. §§ 828.27, 828.073, and 125.01, animal services shall have the authority to enter public or unfenced private property, exclusive of buildings, to carry out the duties imposed by this chapter.~~

~~(d) Pursuant to F.S. §§ 828.27, 828.073, and 125.01, animal services shall have the authority to enter fenced private property, exclusive of buildings, when:~~

~~(1) The owner of an animal which has bitten or otherwise exposed a human or domestic or captive wild animal to rabies refuses to surrender such animal for rabies quarantine.~~

~~(2) The animal being sought was at large immediately prior to animal services receiving a complaint that the animal was at large chasing people or companion animals or was causing the destruction or loss of personal property, but subsequently returned to its owner's fenced private property, provided, however, that the animal has the capability to leave the fenced property by climbing, jumping, or crawling under the fence and provided that an attempt to contact the owner, if known, was unsuccessful.~~

~~(3) Animal services is taking possession of any animal found neglected or cruelly treated pursuant to F.S. §§ 828.27, 828.073 and 125.01.~~

SECTION 27. Section 72.29 is amended to read as follows:

Sec. 72.29. Redemption of impounded companion animals.

(a) ~~Animal services~~Animal Services shall hold for redemption any companion animal which has been impounded at the shelter for:

~~(1)~~ (1) no less than three shelter business days after the date ~~day~~ of impoundment if the animal has no evidence of ownership.~~.~~

(2~~2~~) no less than five shelter business days after the date of impoundment if the animal has some evidence of ownership or,

(3~~3~~) no less than seven shelter business days after the date of impoundment if the animal has a current Alachua County license.

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There is no minimum holding time for animals under the age of eight weeks.

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(b) If Aanimal Sservices allows an owner to redeem an injured animal or one suspected of carrying an infectious or contagious disease, then the owner shall provide immediate veterinary care.

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(cb) In addition to any other requirements set forth herein, an owner seeking to redeem a their companion animal must present valid picture identification, and acceptable proof of ownership, and must pay all fees. Acceptable proof of ownership includes but is not limited to, license receipt, veterinary records, affidavits from neighbors, photographs or other reliable, verifiable documentary evidence. Fees include but are not limited to reclaim fees, vaccination and/or licensing fees, boarding fees, and veterinary charges.

(dc) If a companion animal is impounded because of inhumane treatment or held during dangerous dog proceedings, the owner shall be responsible for making make monthly payments for fees accrued.

(ed) If the owner does not reclaim the animal within the specified time, then animal servicesAnimal Services the shelter having custody of the animal may provide for the animal to be adopted, or dispose of the animal by humane euthanasia, or other humane methods as provided by the laws of Florida.

SECTION 28. Section 72.30 is amended to read as follows:

Sec. 72.30. Adoption of an animals.

(a) Animal servicesAnimal Services shall not permit a person to adopt a companion animal from the shelter if animal servicesAnimal Services determines that adoption would not be in the best interest of the animal or the public because the animal shows any sign of aggression, or because animal servicesAnimal Services has knowledge of previous aggression by the animal, or because the animal is suffering from an illness or an injury.

(b) Any dog or cat adopted from animal servicesAnimal Services shall be sterilized, vaccinated, and licensed by animal servicesAnimal Services prior to release to the new owner. If the sterilization of the animal cannot be done at the time of adoption because of health reasons, then the person shall leave a deposit guaranteeing sterilization, as required by F.S. § 823.15. The person shall also license the domestic animal to be adopted.

(c) To be eligible for the return of the required adoption deposit for any dog or cat domestic animal from animal services, the adopter shall:

(1) On or before the thirtieth day after the date of adoption or sale, or prior to the animal's sexual maturity, Eemploy a veterinarian to sterilize the animal on or before the thirtieth day from the date of adoption or sale, or prior to the animal's sexual maturity; and

(2) On or before the thirtieth day after the date of sterilization, ~~P~~present to ~~animal services~~Animal Services written documentation from the veterinarian who performed the sterilization ~~to animal services on or before the thirtieth day from date of sterilization~~; and

(3) On or before the thirtieth day after the date of disposition, ~~P~~present written documentation of any disposition of the dog or cat prior to sterilization~~, to animal services on or before the thirtieth day from the date of disposition~~.

(d) If an adopter fails to comply with this section within the time specified, then the adopter shall forfeit the deposit and ~~animal services~~Animal Services may issue a citation. Pursuant to F.S. § 823.15(2), an adopter~~,~~ who fails to comply with the provisions of this section, shall be liable for legal fees and court costs ~~attorneys' fees and costs of the county in enforcing~~ to enforce the provisions of this section.

(e) In order to protect the health of every ~~the~~ animal~~s~~ at the animal shelter, ~~animal services~~Animal Services is authorized to provide health screening of every animal~~s~~ that ~~are~~ is impounded, which screening includes ~~including~~ but is not limited to a veterinary examination, ~~a~~ temporary vaccination for common viruses, heartworm testing for dogs, and feline leukemia testing for cats.

(f) An animal welfare organization may adopt a domestic animals without charge. The organization must sterilize the animal and vaccinate it ~~the animal~~ for rabies prior to ~~readopting the animal to~~ another owner readopting the animal. The organization~~, and~~ shall provide to ~~animal services~~Animal Services, at a minimum, ~~animal services with~~ the following information:

(1) The name, location address, and phone number of the adoptor;

(2) The date of sterilization and name and address of veterinarian; and

(3) The date of rabies vaccination and name and address of veterinarian.

(g) Animal Services may suspend adoption to an animal welfare organization for failing to comply with the reporting requirements.

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SECTION 29. Section 72.31 is amended to read as follows:

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Sec. 72.31. Humane euthanasia.

(a) ~~The director or designee Animal services~~Animal Services shall attempt to contact the owner of any animal impounded and wearing a current tag before humane euthanasia of the animal.

(b) A ~~C~~companion animals not claimed and not adopted from ~~animal services~~Animal Services ~~on~~ within the relevant holding period established in 72.29(a) ~~or before the third business day after the day of impoundment~~ may be disposed of in a humane manner.

(c) In the event any untagged animal is found in a state of pain and suffering or becomes so during confinement, ~~animal services~~Animal Services may euthanize the animal in a humane manner regardless of the relevant holding period established in 72.79(a) ~~without complying with the three-day waiting period~~.

SECTION 30. Section 72.32 is amended to read as follows:

Sec. 72.32. Disposal of an animal carcass~~es~~ by owners.

(a) ~~An owner of any animal, u~~Upon the death of an ~~such~~ animal, the owner of the animal shall dispose of the carcass either by burying the carcass at a sufficient depth, of at least two feet, below the surface of the land in order to prevent predators from exhuming the carcass, or by recognized alternative ~~alternate~~ methods of disposal such as cremation~~,~~ or rendering. An owner shall not dispose of ~~the carcass of~~ any animal carcass by dumping such carcass on any public or private property.

(b) A person who, upon demand, does not surrender to ~~animal services~~Animal Services the carcass of any dead animal exposed to rabies shall be guilty of a misdemeanor of the second degree. Each violation constitutes a ~~, for each~~ separate offense.

SECTION 31. Section 72.33 is amended to read as follows:

Sec. 72.33. Duties of person who inures ~~injuring~~ an animal.

Any person who injures ~~injuring~~ an animal shall immediately notify the owner of the animal~~,~~ if the owner is known. If the owner is not known, a person who inures an animal~~, or~~ shall immediately notify ~~animal services~~Animal Services, the county sheriff's office, or ~~the~~ a law enforcement agency that has jurisdiction over the location where the animal was injured ~~Gainesville Police Department if the owner is not known~~.

SECTION 32. Section 72.34 is amended to read as follows:

Sec. 72.34. Companion animals in motor vehicle.

(a) A motor vehicle operator shall not place or confine a companion animal or allow it to be placed, confined, or remain in an unattended motor vehicle ~~under conditions~~ for such a period of time as may reasonably be expected to endanger the health or well-being of the animal, due to ~~situations~~ considerations such as ~~including but not limited to~~ insufficient ventilation, heat, or lack of water.

(b) A motor vehicle operator, operating on a public right-of-way, shall not transport or keep a companion animal in or on any motor vehicle, unless the companion animal is in the passenger compartment of the vehicle, or protected by a container, cage, or other appropriate tethering device that will prevent the animal from falling from, being thrown from, or jumping from the motor vehicle.

(c) Any enforcement officer who finds a companion animal in a motor vehicle under conditions violating ~~described in the above sub~~section~~s~~ 72.34(a) shall ~~notify animal services. Animal services shall~~ make a reasonable attempt~~s~~ to notify the operator of the vehicle. In the event the operator of the vehicle cannot be located after a reasonable attempt, ~~animal services may authorize~~ the enforcement officer may contact law enforcement and request assistance. ~~to enter the motor vehicle by using the amount of force which is reasonably necessary to remove the animal. The enforcement officer removing the animal shall deliver it to the animal shelter or veterinarian, if the officer deems the animal is in distress. In a prominent place on the motor vehicle~~ If the animal is removed from the vehicle, then the enforcement officer shall leave a written notice bearing the name of the officer, his department's name and telephone number, and the address where the owner may claim the animal. ~~In addition, the enforcement officer shall notify animal services where the animal was delivered. The animal shelter having custody of the animal~~ Animal ~~services~~Animal Services ~~shall~~ make reasonable efforts to contact the owner of the animal and give notice that the animal is in its custody. ~~On or before the third business day after the date that the animal was removed from the vehicle, the owner may~~ ~~Within~~Within the relevant holding period established in 72.29(a), the owner may reclaim the animal upon payment of the reasonable maintenance charges, which may include veterinary fees, reclaim fees, ~~and~~ boarding fees, licensing fees, and vaccination fees.

SECTION 33. Section 72.35 is amended to read as follows:

Sec. 72.35. Animal exploitation.

(a) A person shall not promote, operate, run, participate in, conduct, or allow any exploitative live animal contests, performances, or exhibitions, or other ~~like activities~~ similar activity in which animals are encouraged, forced, or trained to perform in an exploitive manner. Prohibited, exploitative activities are limited to:

(1) Equine diving;

(2) Any ~~P~~pig contests wherein the object is the capture of the pig;

(3) Any "~~H~~hog dog" rodeos; and

(4) Goldfish swallowing.

(b) A person or organization whether for profit, nonprofit, charity, or any other purpose, shall not offer an animal as a prize in response to participation in a contest, drawing of chance, merchandising premiums, promotional giveaways, or any other similar event. Pet retailers that operate a cat adoption program are exempt from this provision~~,~~ if the program:

(1) Limits cat intake to one litter per individual cat per lifetime;

(2) Maintains a veterinarian of record;

(3) Provides for spaying of the mother;

(4) Provides veterinary care to the kittens; and

(5) Provides for sterilization of the kittens, prior to the kitten reaching six months of age.

SECTION 34. Section 72.36 is amended to read as follows:

Sec. 72.36. Sale or donation of impounded animals for purpose of scientific research.

All animals in the custody of ~~animal services~~Animal Services shall be disposed of via adoption, owner reclamation, or euthanasia. ~~Animal services~~Animal Services shall not release, sell, or give any live animal to any institution, ~~or~~ private firm, or individual for the sole purpose of medical or scientific research.

SECTION 35. Section 72.37 is amended to read as follows:

Sec. 72.37. Inspection of animal establishments.

(a) ~~Animal services~~Animal Services shall have ~~the~~ authority to enter and inspect any ~~facility~~ animal establishment, including ~~and inspect the facility and~~ any records pertaining to the animals; any location where animals are boarded, sold, bred, trained, or groomed, including but not limited to pet dealerships, kennels, catteries, roadside zoos, zoological parks, flea markets, fairs, circuses or performing animal exhibitions;~~, or~~ and any other premise or property where animals are kept as a business.

(b) ~~Animal services~~Animal Services shall not inspect any research and instructional programs conducted in the interest of medical science by universities registered with the USDA and operated under federal statutes and rules, any establishments owned by a licensed veterinarians in private practice, the U.F. College of Veterinary Medicine, or any animal establishments where livestock is raised by a bona fide commercial enterprise regulated by another governmental agency~~agencies~~.

SECTION 36. Section 72.38 is amended to read as follows:

Sec. 72.38. Authority of ~~animal services~~Animal Services to assist with certain animals.

~~Animal services~~Animal Services is authorized, by permit from the Florida Fish and Wildlife Conservation Commission, to humanely trap, transport, relocate, release, or euthanize indigenous or non-indigenous, nongame wildlife. ~~Animal services~~Animal Services may also release indigenous wildlife to rehabilitators as permitted by the Florida Fish and Wildlife Conservation Commission. ~~Animal services~~Animal Services is authorized to assist a law enforcement agency ~~agencies~~ in any situations involving livestock, upon request of such ~~agencies~~agency. ~~Animal services~~Animal Services may provide assistance to any citizens and law enforcement agency regarding any ~~agencies in~~ incidents involving any animal.

SECTION 37. Section 72.39 is amended to read as follows:

Sec. 72.39. Trapping an animals.

(a) Any person trapping an animal shall:

(1) Use a humane trap;

(2) Provide the trapped animal with protection from the direct rays of the sun and direct effects of ~~the~~ any wind, rain, irrigation and sprinkler systems~~;~~

(3) Provide fresh water and fresh bait in the trap each time the trap is set;

(4) Set the trap at dusk, never during daylight hours;

(5) Check the trap in the morning and if the animal has not been trapped, spring the trap;

(6) If an animal has been trapped, notify ~~animal services~~Animal Services by 10:00 a.m. the following morning so that an enforcement officer can remove any trapped animal, ~~this subsection does not apply to~~ unless the traps were set pursuant to a trapping permit granted by the Florida Fish and Wildlife Conservation Commission;

(7) Not remove an animal trapped or tamper with the trap or move the trap with an animal inside; and

(8) Make every reasonable attempt to locate the offspring of any trapped lactating mother.

SECTION 38. Section 72.40 is amended to read as follows:

Sec. 72.40. Fees.

(a) The board shall establish by resolution the fees to be charged in connection with the provisions of this chapter, including boarding and reclaim fees, fees for vaccination and adoption, and fees for license certificates, license tags, and replacement tags~~; provided that the fee for reclaiming an impounded animal shall be set on an escalating scale so that an owner of an animal that had been previously impounded by animal services shall pay a higher reclaim fee for such animal on subsequent impoundments.~~

(b) Any ~~P~~persons with a disability who has a dog that is ~~disabilities, with dogs~~ specially trained to assist ~~those~~ the persons, and any law-enforcement agency ~~agencies~~ with a dogs trained for assisting the agency ~~are~~ is exempt from the cost of the license tag.

(c) No fees shall be assessed if an animal is improperly impounded.

(d) The reclaim fee shall be waived for a first offender, once during the owner's life, when the owner elects to attend a humane education program presented by ~~animal services~~Animal Services.

SECTION 39. Section 72.41 is amended to read as follows:

Sec. 72.41. Waiver of fees.

(a) The director ~~of the office of animal services~~ may ~~grant a~~ waive~~r of~~ a required fee or charge, except a ~~for~~ fee~~s~~ or charge~~s~~ for licensing, anytime the owner's animal has been impounded as a direct result of a crime committed against the ~~animal~~ owner and the ~~animal~~ owner has been referred to ~~animal services~~Animal Services by the Alachua County Office of Victim Services, Peaceful Paths, ~~the Gainesville Police Department,~~ the Alachua County Sheriff's Office, or any other law enforcement office or victim assistance program.

(b) The director ~~of the office of animal services~~ may ~~grant a~~ waive~~r of~~ a required fee or charge, except a ~~for~~ fee~~s~~ or charge~~s~~ for licensing, once during the ~~animal~~ owner's lifetime. In order to quality for such waiver, the ~~for animal~~ owner~~s~~ must meet~~ing~~ the Alachua County Office of Social Services' economic screening guidelines, must not have ~~as long as the animal owner has not~~ violated. Section 72.10 prior to the impoundment of the owner's animal and must not have had ~~no~~ action ~~has been taken against the animal owner~~ under F.S. § 828.073 taken against them prior to the impoundment of the owner's animal. No waiver shall exceed $100 per animal if the animal is fertile, and no waiver shall exceed $200 per animal if the animal is sterile.

(c) In the event that the Codes Enforcement Board is designated as a Hearing Officer and ~~if~~ an owner consents to a hearing extension under §72.15(b) so as to avoid the necessity of scheduling a special hearing of the codes enforcement board, the director shall waive all boarding fees and charges that accrue from the twenty-first day after the date of receipt of the owner's written request through the date of the hearing.

SECTION 40. Section 72.42 is amended to read as follows:

Sec. 72.42. Chapter to be liberally construed.

This chapter is to be liberally construed in order to effectively carry out ~~the~~ its purposes, which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of the county.

SECTION 41. Inclusion in the Code, Scrivener's Error. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Laws and Ordinances of Alachua County, Florida; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word ordinance may be changed to section, article, or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the County Manager or designee

without public hearing, by filing a corrected or recodified copy of the same with the Clerk of the Circuit Court.

SECTION 42. Severability. It is the declared intent of the Board of County Commissioners of Alachua County, Florida, that, if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 43. Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 44. Effective Date. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners.

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

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chair

_____
J. K. Irby, Clerk

APPROVED AS TO FORM

_____
County Attorney

(SEAL)

APPROVED AS TO CONTENT

1
2
3
4
5

_____
Director, Animal Control

August 9, 2011 Regular BoCC Meeting
Agenda Item #62

Title
NSP 3 Notice of Intent to Request Release of Funds (Amended)

Amount
$1,029,844.00

Description
Request Approval of the Neighborhood Stabilization Program (NSP) 3 Environmental Review Notice of Intent to Request Release of Funds

Recommendation
Approve the Notice of Intent to Request the Release of funds and the Unspecified Site Strategy for Housing Related Activities for NSP 3 and authorize Chair to sign associated documents.

Alternative(s)
Amend an approve the Notice of Intent to Request the Release of funds and the Unspecified Site Strategy for Housing Related Activites for NSP 3 and authorize Chair to sign associated documents.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
Unspecified Site Strategy for Housing Related Activities Request for Release of Funds Certification of Posting NOITRROF June 28 2011

Documents Requiring Action
Unspecified Site Strategy for Housing Related Activities Request for Release of Funds Certification of Posting

Executive Summary
The Unspecified Site Strategy for Housing Related Activities is a Housing and Urban Development (HUD) mandated environmental review form that must be completed to request a release of funds to utilize HUD funding. NSP 3 is funded by HUD through the Housing and Community Development Unit of the State of Florida.

Background
Alachua County has applied for and anticipates receipt of a grant agreement with the State of Florida Division of Economic Opportunity, formerly known as the Division of Community Affairs for an NSP 3 grant in the amount of $1.029,844. An environmental review of the project is required by the State of Florida before any funds may be released to Alachua County. The unspecified site strategy for housing related activities form has been completed. The project has been reviewed and determined to be a Categorical Excluded Activity. Once the required review activity was completed, a Notice of Intent to Request Release of Funds was posted in the community in compliance with HUD regulations. At this time, these documents need to be signed by the Chair and sent ot the State of Florida.

Issues
This review process and associated documents is necessary to enable the State of Florida to release NSP 3 funds to Alachua County.

Fiscal Recommendation
This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)
n/a

Funding Sources
Alachua County Neighborhood Stabilization Program 3 Funding

Account Code(s)
TBD

Attachment: Notice to Request Release of Funds Final.pdf

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

July 22, 2011

Certification of Posting
Notice of Intent to Request the Release of Funds

The undersigned certifies that the required Notice of Intent to Request Release of Funds was posted on June 28, 2011, at the following locations in Alachua County: 10 SW 2nd Avenue, Gainesville Florida and 12 S.E. 1st Street, Gainesville, Florida, for which activities are being proposed. The posting of the notice has exceeded the ten (10) day requirement pursuant to 24 CFR Part 58. The actual Notice of Intent to Request Release of Funds is attached to this certification.

Responsible Entity Certifying Official Name and Title:

Lee Pinkoson, Chair
(Print Name and Title)

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Responsible Entity Certifying Official Signature:

(Signature)

Date: 8/9/2011

ATTEST:
J. K. IRBY, CLERK

Lee Pinkoson, Chair
Alachua County Commission
chr

TW/kj

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

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

June 28, 2011
Alachua County
10 SW 2nd Avenue
Gainesville, Florida
(352) 337-6285

REQUEST FOR RELEASE OF FUNDS

On or about **July 20, 2011** *Alachua County* will submit a request to the Florida Department of Community Affairs for the release of Community Development Block Grant funds under Title I of the Housing and Community Development Act, as amended, to undertake a project to perform housing purchase, rehabilitation sale or rental of approximately seven (7) single family homes located in the unincorporated areas of Alachua County more particularly located in the following blocks:

120010007004028, 120010007004027, 120010014002004, 120010014002005, 120010014002007, 120010014002009, 120010014002027, 120010014002026, 120010014002011, 120010014002010, 120010014002008, 120010014002006, 120010014001000, 120010014001001, 120010014001002, 120010014001003, 120010014001004, 120010014001005, 120010014001006, 120010014001007, 120010014001008, 120010014001009, 120010014001010, 120010014001011, 120010014001012, 120010014002013, 120010014002014, 120010014002015, 120010014002016, 120010014002017, 120010014002018, 120010014002019, 120010014002020, 120010014002021, 120010014009005.

Funding for this project includes $1,029,844 in CDBG NSP 3 funds.

FINDING OF NO SIGNIFICANT IMPACT

Alachua County has determined that the activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from the National Environmental Policy Act requirements and will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at *10 SW 2nd Avenue, Gainesville, Florida* and may be examined or copied weekdays *8:30 A.M to 4:30 P.M.*

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the *Alachua County SHIP Office, 10 SW 2nd Avenue, Gainesville, Florida 32601.* All comments must be received by ***July 20, 2011.*** Comments will be considered prior to Alachua County requesting a release of funds. Comments should specify which notice they are addressing.

RELEASE OF FUNDS

Alachua County certifies to the Florida Department of Community Affairs and HUD that *Lee Pinkoson* in his capacity as *Commission Chair* consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The State's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows Alachua County to use the CDBG funds.

OBJECTIONS TO RELEASE OF FUNDS

DCA will accept objections to its release of fund and Alachua County's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of Alachua County; (b) Alachua County has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by the State; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to the Florida Department of Community Affairs, CDBG Program, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Potential objectors should contact Alachua County to verify the actual last day of the objection period.

Lee Pinkoson, Chair

STEPS FOR DEVELOPING AN
Unspecified Site Strategy for Housing Related Activities
as identified in 24 CFR Part 58.35(a)
April 2008

Project Identification:
Neighborhood Stabilization Program (Three)
Contract Number: Pending

Preparer: Tom Webster, Housing Programs Manager

_____
Typed Name and Title

Responsible Entity: Alachua County, Florida

_____
Name of Local Government

Month/Year: June 2011

_____

STEPS FOR DEVELOPING AN
Unspecified Site Strategy for Housing Related Activities
Subject to 24 CFR Part 58.35(a)

Step 1. Describe the project in writing listing all related housing activities. List all funding sources and the approximate amount of funding. Include maps and other information to define the covered functional or geographic area. Depending on how your community allocates funds, the geographic area may be city-wide or by target areas. Use the consolidated plan (currently covers 2005-2010) to indicate the number of years that you plan to carry out the activities specified. (Refer to 24 CFR Part 58.32 on Project Aggregation and 24 CFR Part 58.38 (a) on the Environmental Review Record (ERR) requirements.)

Step 2. Determine the Level of Review required by reviewing the activities listed in the project description and make a written determination certifying that the project is Categorically Excluded using the form titled "Certification of Categorical Exclusion Subject to 58.5". Only activities listed at 24 CFR Part 58.35 (a)(3), (4), (5), or (6) should be included. The type of activities may include various "eligible housing activity classifications" under the listed HUD Programs.

Step 3. Conduct the "Broad Review" of environmental impacts on the overall project or service area. A project is a group of related activities (24 CFR Part 58.2(a)(1), which can be functionally (all single family actions) or geographically related (the unincorporated areas of a region). Address as many of the compliance factors and provide documentation on the Laws and Authorities on HUD's Statutory Worksheet (24 CFR Part 58.5 and 6). Place the Statutory Worksheet and all related documentation supporting your determinations in the ERR (24 CFR Part 58.38(a)(3). Be sure to include all map documentation and use the acceptable floodplain map if applicable. For items that need more specific site information, indicate "see the Written Strategy" in the documentation section of the Statutory Worksheet.

Example: For properties over 50 years old, you would need to contact SHPO and the documentation submitted with the ERR. Once compliance is documented, no further action is required for the compliance factor.

Step 4. Develop a "Written Strategy" for addressing the compliance factors that could not be addressed for the entire functional or geographic area. This document is written so that it explains how each compliance factor will be complied with as each site is identified. (Example strategies provided: The Written Strategy must be modified for local conditions.)

Step 5. Based on the information in the Written Strategy, develop a "Site Specific Review Checklist" which will be used to evaluate the individual sites and contains only the items that could not be documented in compliance during the "Broad Review". Make it very specific and user friendly so that staff without specific environmental knowledge can observe conditions at the site and provide information to the individual who will conduct the technical analysis, if required.

Step 6. Publish or post the Notice of Intent to Request Release of Funds (NOI/RROF). In the NOI/RROF, indicate that the project is for multiple years, the funding sources with approximate amount if funding, the geographic or functional area and the activities covered. Upon conclusion of the waiting period, sign, date and submit the Request for Release of Funds (RROF) (7015.15) to the Department. Do not commit funds until an Authority to Use Grant Funds (ROF) (7015.16) is issued from the Department. Submit the original documentation in Steps 1-6 to the Department of Community Affairs.

Step 7. Proceed with mitigation of the project. If any of the laws and authorities are triggered, those issues must be addressed. Upon receipt or notification of the ROF, implement the Written Strategy by conducting the "Site Specific Review" as sites are identified. Do not commit funds for a site until the site specific review is complete, documentation is attached, and the form is signed and dated.

Step 8. Place the site specific checklist and supporting documentation in the ERR, and submit a copy to the Department. Continue to implement the strategy for all activities that are included in the project description.

Step 9. Repeat these steps at the end of the project period as described or if environmental conditions change (24 CFR Part 58.47).

Step 1
Unspecified Site Strategy
The Project Description

Describe the service area and or geographic area, include maps, if necessary.

Alachua County is located in North Central Florida, 85 miles south of the Georgia state line, 50 miles from the Gulf of Mexico, and 67 miles from the Atlantic Ocean. Alachua County encompasses 977 square miles, which includes approximately 874 square miles of land area. Alachua County has 9 the municipalities within its borders, including: Archer, Alachua, Gainesville (county seat), Hawthorne, High Springs, LaCrosse, Micanopy, Newberry, and Waldo. The County has an estimated year round population of 252,388, including approximately 47,000 University of Florida students. There are approximately 105,051 residents in the unincorporated area of the County (BEBR Estimates of Population, April 1, 2008).

The HUD Mapping Widget was used to determine the Blocks and other data necessary to meet the guidelines of NSP 3. The blocks are identified as follows:
Blocks Comprising Target Neighborhood
120010007004028, 120010007004027, 120010014002004, 120010014002005, 120010014002007, 120010014002009, 120010014002027, 120010014002026, 120010014002011, 120010014002010, 120010014002008, 120010014002006, 120010014001000, 120010014001001, 120010014001002, 120010014001003, 120010014001004, 120010014001005, 120010014001006, 120010014001007, 120010014001008, 120010014001009, 120010014001010, 120010014001011, 120010014001012, 120010014002013, 120010014002014, 120010014002015, 120010014002016, 120010014002017, 120010014002018, 120010014002019, 120010014002020, 120010014002021, 120010014009005.

List housing related activities.

Alachua County intends to use funds for the acquisition and rehabilitation of seven (7) foreclosed single-family residential dwellings. All homebuyers assisted must meet the national objective of having incomes less than 120% of Area Median Income. Of the seven (7), three (3) will be sold to eligible homebuyers, and 2 (2) will be used as affordable rental housing and rented to households whose incomes do not exceed 50% of area median income, and two (2) will be set aside for households whose incomes do not exceed 120% of area median income.

List funding sources and projected dollar amount for the project period.

Neighborhood Stabilization Program: $1,029,844

List number of years this strategy covers.

2 years

Step 2
Determine the "Level of Review"
CERTIFICATION OF CATEGORICAL EXCLUSION (subject to 58.5)
Per 24 CFR 58.35 (a)

Contract Number: **Pending**
Housing Related Activities Unspecified Site Strategy

I hereby certify that the following activities comprising the Neighborhood Stabilization Program Housing Grant have been reviewed and determined Categorical Excluded Activity per 24 CFR 58.35 (a) as follows:

___ (1) Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20% (e.g. replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets).

___ (2) Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.

____ (3)Rehabilitation of buildings and improvements when the following conditions are met:

(i) In the case of multifamily residential buildings:

(A) Unit density is not changed more than 20%

(B) The estimated cost of rehabilitation is less than 75% of the total estimated cost of replacement after rehabilitation

(C) The project does not involve changes in land use from residential to non-residential: and

(ii) In the case of non-residential structures, including commercial, industrial, and public buildings:

(A) The facilities and improvements are in place and will not be changed in size of capacity by more than 20%: and

(B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, of from one industrial use to another.

X (4) An individual action on a one-to-four family dwelling or an individual action on a project of five or more units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four units on any one site.

X (5) Acquisition or disposition of an existing structure or acquisition of vacant land provided that the structure or land acquired or disposed of will be retained on any one site.

X (6) Combination of the above activities.

Responsible Entity Certifying Official Signature:

Signature _____ Date 8/9/2011

Printed Name Lee Pinkoson Title Chair

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Step 3
Unspecified Site Strategy Process
Conduct the "Broad Review" Using the Statutory Worksheet

Tiering, or Unspecified Site Strategy, as it is sometimes called, should be used for projects when sites have not been identified. The Tiered review allows the Responsible Entity (RE) to review broad environmental impacts at the early stage of the project and the site-specific impacts when the sites are identified. It also allows the RE to obtain a release of funds for a particular project and timeframe prior to identification of the individual sites. (24 CFR Part 58.15)

To begin the environmental review for a project where the sites are not yet known, the "level of review" must be determined by completing the Statutory Worksheet. Each compliance factor should be evaluated. The compliance factors that can be documented not to occur in the service area or project area should be eliminated when developing the site-specific strategy and checklist. For example, since Coastal Zones do not occur in Macon, Georgia; the Coastal Zone element for Macon, GA can be determined to have "no effect", and the documentation for that determination submitted with the Environmental Review Record to the Department of Community Affairs. Please note: Each community has different physical, environmental and geographic conditions and your documentation may be different from this example. Refer to 24 CFR 58.38 (a) and (b).

The site-specific review checklist (of the now identified sites) must be completed for each site and should contain all elements that were not documented to be in compliance at the broad level of the review (statutory worksheet).

STATUTORY WORKSHEET
24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

Use this worksheet only for projects that are **Categorically Excluded** per 24 CFR § 58.35(a).
NOTE: Compliance with the laws and statutes listed at 24 CFR §58.6 must also be documented.

PROJECT NAME and **DESCRIPTION** - Include all contemplated actions that logically are either geographically or functionally part of the project: **Alachua County Neighborhood Stabilization Program 3**

This proposal is determined to be Categorically Excluded according to: 24 CFR 58.35 (a)

DIRECTIONS - Write "**A**" in the Status Column when the proposal, by its scope and nature, does not affect the resources under consideration; or write "**B**" if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation (see Statutory Worksheet Instructions). Compliance documentation must contain verifiable source documents and relevant base data.

Compliance Factors:

STATUTES, EXECUTIVE ORDERS AND REGULATIONS LISTED AT 24 CFR §58.5	A/B	COMPLIANCE DETERMINATION AND DOCUMENTATION
HISTORIC PRESERVATION 36 CFR PART 800	A	Alachua County has stated in its Housing Assistance Plan that no homes built prior to 1962 will be purchased.
FLOODPLAIN MANAGEMENT 24 CFR §55 & EXECUTIVE ORDER 11988	A	Alachua County has stated in its Housing Assistance Plan that no properties will be purchased in a special flood hazard area. Each specific site will be reviewed at the time of selection and any sites located in a flood zone will not be addressed per HAP.
WETLAND PROTECTION EXECUTIVE ORDER 11990	B	Each site selected will be reviewed per the Executive Order 11990.
COASTAL ZONE MANAGEMENT ACT SECTIONS 307(c) & (d)	A	Consistent with the Florida Coastal Management Program. See Clearinghouse letter.
SOLE SOURCE AQUIFERS 40 CFR 149	A	Alachua County is not located in Sole Source Aquifer Area. See Florida Sole Source Aquifer location data and map attached.
ENDANGERED SPECIES ACT 50 CFR 402	A	Work will occur on existing developed single family residential sites only. The footprint will not be expanded.
WILD AND SCENIC RIVERS ACT SECTIONS 7(b) & (c)	A	There are are only two Wild and Scenic River or rivers in Florida; neither is in in the area of work. See attached.
CLEAN AIR ACT SECTIONS 176(c)(d) & 40 CFR 6, 51, 93	A	Rehab does not require additional compliance with the CAA because no development is created that would contribute to air pollution.
FARMLAND PROTECTION POLICY ACT 7 CFR 658	A	Work will occur on existing developed, single family residential sites only. No farmland will be affected.
ENVIRONMENTAL JUSTICE EXECUTIVE ORDER 12898	A	Work will occur on existing developed, single family residential sites only. No off site impacts..
NOISE ABATEMENT & CONTROL 24 CFR §51B	A	There will be no new projects exposing more persons to potential hazards. All units will be single family rehabilitation on site.

EXPLOSIVE & FLAMMABLE OPERATIONS 24 CFR §51C	A	Program does not increase the capacity of persons occupying the home. No potential increase in occupancy. Compliance with this part is not required. See 24CFR 51.23
HAZARDOUS, TOXIC OR RADIOACTIVE MATERIALS & SUBSTANCES 24 CFR 58.5(i)(2)	A	Sites free from hazardous materials and substances Environmental Assessment (ASTM Standard E-1527-05) is not required.
AIRPORT CLEAR ZONES & ACCIDENT POTENTIAL ZONES 24 CFR 51D	B	Will review location of specific sites in relation to airport clear zones when the sites are located.

Other Factors	**A/B**	**Source or Documentation**
Flood Disaster Protection Act [Flood Insurance - §58.6(a)]	A	No properties will require flood insurance as HAP disallows flood zone properties.
Coastal Barrier Resources Act [Coastal Barrier Improvement Act - §58.6(c)]	A	Project is not located in a Coastal Barrier Zone.
Airport Runway Clear Zone or Clear Zone Disclosure [§58.6(d)]	B	Each site will be reviewed for compliance.

Determination:

☐ This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **Funds may be committed and drawn down** for this (now) EXEMPT project; **or**

☒ This project cannot convert to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation / mitigation protocol requirements, publish NOI/RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; **or**

☐ The unusual circumstances of this project may/will result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

Tom Webster

PREPARER SIGNATURE

Tom Webster , Housing Programs Manager

PREPARER NAME & TITLE

June 27, 2011

DATE

Lee Pinkoson

RESPONSIBLE ENTITY AGENCY OFFICIAL SIGNATURE

Lee Pinkoson, Chair

NAME & TITLE:

8/9/2011

DATE

ATTEST:

J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

Step 4
Unspecified Site Strategy Process
"The Written Strategy"
EXAMPLE

Instructions for Step 4 and Step 5

After you have completed the Statutory Worksheet, which is considered the broad review of the entire jurisdiction, you may find that some of the environmental factors do not apply. (For example, the jurisdiction may not contain any floodplains or wetlands.) If factors are identified that do not apply anywhere in the jurisdiction, your site strategy and site specific checklist will not need to reflect that factor. The site specific review must be used ONLY for activities described in the attached project description.

The Site Specific Review Checklist should only reflect environmental factors that could not be eliminated during the broad review and should be completed for each unit addressed. It is not necessary to complete the Statutory Worksheet for each unit if you conduct an unspecified site review and use the Statutory Worksheet during your broad review.

Please remember that all checklists and other documents related to the environmental review process must be contained in the Environmental Review Record (ERR). The grant manager will monitor the project on-site to ensure that a checklist was prepared for each unit before funds were expended on that unit for rehab costs. The grant manager will also monitor mitigation activities (SHPO coordination, flood insurance, acknowledgement by home owner/occupant that unit is located within a clear zone, etc.). Should the grant manager discover that the process has not been fully carried out, a finding will be made and funds may have to be returned to the Department.

Step 4
Unspecified Site Strategy Process
"The Written Strategy"
EXAMPLE

This written strategy describes the method for the phased environmental review of housing related activities as described in the project description. The sites will be evaluated using the site specific review checklist. All documentation for the compliance factors included in the site specific review must be completed prior to committing funds for the individual sites.

1. Flood Plain Management

In response to Executive Order 11988, Floodplain Management as interpreted in HUD regulations at 24 CFR Part 55, and the Flood Disaster Act of 1973. Each site will be reviewed to determine if the site is in the 100 year flood plain. For activities not excluded at 24 CFR Part 55.12 the "Eight Step Decision" making process will be conducted to determine if there is an alternative to funding the project in the flood plain. If there is no alternative to funding the site in the floodplain mitigating measures will be developed to minimize the effect. All actions located in the flood plain require Flood Insurance as a condition to funding.

2. Historic Preservation

The National Historic Preservation Act of 1966, as amended, particularly Section 106 and Section 100, mandate that agencies with jurisdiction over Federal assisted, licensed or approved activities afford the Advisory Council on Historic Preservation and the State Historic Preservation Officer's reasonable opportunity to comment on the project's impact to historic properties. All projects that have the potential to effect a historic property will be submitted to the State Historic Preservation Office for comment.

3. Hazardous Operations

Noise and Hazardous Operations
For new construction projects or projects that increase the number of persons exposed to hazards. The Noise study and the hazard study will be conducted as required at 24 CFR Part 51.

Toxics
Each site will be observed for evidence to contamination to soil or water. Information about prior uses of the site will also be considered as required at 24 CFR Part 58.5(1).

Step 5
Sample Site Specific Review Checklist
This checklist is for categorically excluded activities as listed in the unspecified site strategy.

Address of Site _____
Signature of Person Who Inspected Site _____
Final Signature _____
Date of Completed Review _____

If there are more than 4 new construction units together, this form cannot be used. Refer to 24 CFR Part 58.35 (a)(4).

Develop the Site Specific Review checklist which contains only the items that could not document compliance on the Broad Review.

1. Floodplain Management:
Check the Flood Insurance Rate Map (FIRM) to determine if the site is in the Floodplain (500 year for critical actions, 100 year for all other activities) _____ yes _____ no

If yes, and site involved new construction or major rehabilitation, the eight step decision making process is required as described at 24 CFR Part 55.20.

If no, attach a photocopy of the portion of the map that indicates your site is not in the Flood Plain.

2. Historic Preservation:
Is the structure on the site or structure adjacent to the site more than 50 years old?
_____ age of structure on your site _____ age of structure on adjacent sites
_____ yes, _____ no, OR

Is the site in a historic district?
_____ yes, _____ no, OR

If you are disturbing the soil, does your site have potential to contain archeological properties?
_____ yes, _____ nor, OR

If yes to any of the above, then contact State Historic Preservation Office (SHPO) to determine if the property is eligible for the National Register of Historic Places.

3. Hazardous Operations
a. Noise
For rehabilitation, consideration of noise is all that is required. If the rehabilitation involves activities that would potentially reduce noise (such as new windows or insulation) then consider modifying the activity to reduce noise.

For new construction:
Is there a Rail Road within 3,000 feet _____ yes, _____ no
Is there is Highway within 1,000 feet _____ yes, _____ no
Is there an Airport within 15 miles _____ yes, _____ no

(You may be able to address airport noise for the whole City and not have to on the site specific review)
The Noise policy does not apply to any action or emergency assistance for actions under Disaster Recovery grants as indicated at 24 CFR Part 51.101(a)(3).

yes, conduct a Noise assessment according to the HUD Noise Guidebook.
the noise exceeds acceptable levels reject the site or migrate to achieve acceptable or normally acceptable Noise levels.

If no, proceed with the project.

b. Hazardous Operations

For rehabilitation, determine the acceptable separation distance ONLY is increasing the number of individuals subjected to potential hazard.

For new construction, continue below:

Are there any above ground storage tanks of more than 100 gallons within 1 mile of the site that contain explosive or flammable liquids? _____ yes _____ no

If yes, refer to page 51 and 52 of HUD Hazard Guidebook. Collect information about the size, contents and determine if the tank is under pressure. **A site located at a distance less than the ACCEPTABLE SEPARATION DISTANCE should be rejected or mitigated.**

For example, if the separation distance is 150 feet, a site that is located at 125 feet should be rejected.

c. Toxics

Observe the site for any evidence that a toxic material cold be present on the site such as: distressed vegetation, vent or fill pipes, storage tanks, pits, ponds or lagoons, stained soil or pavement, pungent, foul or noxious odors, past uses of the site. _____ yes _____ no
Reject any site that has a presence of Toxics or require cleanup prior to purchasing the site.

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 12/31/2007)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s)	2. HUD/State Identification Number	3. Recipient Identification Number (optional)
Neighborhood Stabilization Program 3	Pending	

4. OMB Catalog Number(s)	5. Name and address of responsible entity
	Alachua County 12 SE 1st Street Gainesville, Florida 32601
6. For information about this request, contact (name & phone number) Tom Webster 352-337-6285	7. Name and address of recipient (if different than responsible entity)
8. HUD or State Agency and office unit to receive request Florida Department of Community Affairs	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s)	10. Location (Street address, city, county, State)
Unspecified Site Stragegy	

11. Program Activity/Project Description

Unspecified Site Strategy - housing purchase, rehabilitation sale or rental of approximately seven (7) single family homes located in the unincorporated areas of Alachua County more particularly located in the following blocks:
120010007004028, 120010007004027, 120010014002004, 120010014002005, 120010014002007, 120010014002009, 120010014002027, 120010014002026, 120010014002011, 120010014002010, 120010014002008, 120010014002006, 120010014001000, 120010014001001, 120010014001002, 120010014001003, 120010014001004, 120010014001005, 120010014001006, 120010014001007, 120010014001008, 120010014001009, 120010014001010, 120010014001011, 120010014001012, 120010014002013, 120010014002014, 120010014002015, 120010014002016, 120010014002017, 120010014002018, 120010014002019, 120010014002020, 120010014002021, 120010014009005.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☑ did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

ATTEST:
J. K. IRBY, CLERK

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer
LEE PINKOSON, CHAIR	Chairman
X	Date signed

Address of Certifying Officer
12 SE 1st Street
Gainesville, Florida 32601

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
	Date signed
X	

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

August 9, 2011 Regular BoCC Meeting
Agenda Item #63

Title
Annual Engineering Services less than 2 million dollars RFP 12115 (Amended)

Amount
N/A

Description
Request approval of the Finance Report to approve the ranking and award for RFP 12-115; Annual Engineering Service < $2 million

Recommendation
Approve the Finance Report to rank and award RFP #12-115; Annual Engineering Services < $2 Million and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

Alternative(s)
That the Board reject the award of Annual Engineering Services < $2 Million.

Requested By
Rick Hedrick

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report

Documents Requiring Action
Finance Report

Executive Summary
That the Board approve the Finance Report to rank and award RFP #12-115; Annual Engineering Services < $2 Million and authorize staff to negotiate agreements with the top ranked firms until agreements are reached. 1. Causseaux, Hewitt & Walpole, Inc. 2. Brown & Cullen, Inc. 3. Dryer, Riddle, Mills & Precourt, Inc. 4. Jones Edmunds & Associates 5. The LPA Group, Inc.

Background
RFP 12-115; Annual Engineering Services < $2 Million was advertised on February 23, 2011 and March 2, 2011. The deadline for receipt of RFP was May 11, 2011. Ten (10) vendors responded for Annual RFP #12-115; Annual Engineering Services < $2 Million. This agreement includes professional engineering services for transportation, construction engineering and inspection, stormwater management, parks planning and design and developments of regional impact. The task assignments will be issued for engineering services related to the specific projects listed in the Scope of Services. The amount of each task assignment will be controlled by budget. Public Works recommends approval of this agreement.

Issues
Continuing Professional Engineering Services are needed to assist Alachua County with transportation projects, construction engineering and inspection services, parks planning and design and review of developments of regional impact.

Fiscal Recommendation
n/a

Fiscal Alternative(s)
$0.00

Funding Sources
n/a

Account Code(s)
n/a

Attachment: 12115FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

July 21, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

FROM: Betty M. Baker, Administrative Services Director
Larry M. Sapp, CPPB, Purchasing Manager

BB for Betty Baker
CSW for L. Sapp
7/21/11

SUBJECT: RFP #12-115; Annual Engineering Services < $2 Million

Deadline for Receipt of Proposals:	2:00 p.m., Wednesday, May 11, 2011
Advertisement Dates:	February 23, 2011 and March 2, 2011
Notifications sent to:	3874
Solicitations Requested by:	103
Responses Received From:	10

Firms:

AKEA, Inc. Newberry, FL	Brown & Cullen, Inc. Gainesville, FL
Causseaux, Hewett, & Walpole, Inc. Gainesville, FL	Dyer, Riddle, Mills & Precourt, Inc. Gainesville, FL
George F. Young, Inc. Gainesville, FL	HDR Engineering, Inc. Gainesville, FL
**Inwood Consulting Engineering, Inc. Oviedo, FL	Jones Edmunds & Associates, Inc. Gainesville, FL
MACTEC Engineering & Consulting, Inc. Newberry, FL	The LPA Group Incorporated, A Unit of Michael Baker Corp. Lake City, FL

** ***Vendor deemed SBE Non-Responsive***

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the final ranking, as set forth below, and authorize staff to negotiate agreements with the top ranked firms until agreements are reached.

1. Causseaux, Hewitt & Walpole, Inc.
2. Brown & Cullen, Inc.
3. Dyer, Riddle, Mills & Precourt, Inc.
4. Jones, Edmunds & Associates
5. The LPA Group, Inc.

APPROVED THIS 9th DAY OF August, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LMS/mm

Deena Tularam

From: Larry M. Sapp
Sent: Wednesday, July 20, 2011 4:43 PM
To: Betty Baker (Administrative Services Director)
Cc: Mandy Mullins; Deena Tularam; Christy S. Winters; Todd Hutchison
Subject: Out of Office

I will be out of the office Thursday, July 28 and Friday July 29, 2011. I will be returning to the office on Monday, July 25, 2011. Christy Winters will have full signature authority during my absence.

,

Christy S. Winters

From: Deena Tularam
Sent: Thursday, July 28, 2011 8:41 AM
To: Christy S. Winters
Subject: FW: Leave

From: Kim B. Baldry
Sent: Wednesday, July 27, 2011 12:23 PM
To: Deena Tularam; Karin Smith; Tricia Kyzar
Subject: FW: Leave

In case I sign something for you

From: Betty Baker (Administrative Services Director)
Sent: Wednesday, July 27, 2011 8:36 AM
To: Kim B. Baldry
Subject: Out of Office: Leave

I am currently out of the office. Kim Baldry Human Resources Manager, is acting in my absence. If you need assistance, please call 352 374 5219.

August 9, 2011 Regular BoCC Meeting
Agenda Item #64

Title
Solid Waste: Authorization to Advertise Public Hearing (Amended)

Amount
$200.00

Description
Request authorization to advertise public hearing to adopt the ordinance to amend Chapter 75, Solid Waste, of the Alachua County Code of Ordinances.

Recommendation
Authorize publishing of the newspaper notice of the August 23, 2011 public hearing to adopt the Ordinance to amend Chapter 75, Solid Waste, of the Alachua County Code of Ordinances.

Alternative(s)
Do not authorize notice of public hearing, do not hold public hearing and do not amend Chapter 75, Solid Waste Code

Requested By
Richard Hedrick, 374-5245 x 1211

Originating Department
Public Works

Attachment(s) Description
Proposed Ordinance; Summary of Changes

Documents Requiring Action
N/A

Executive Summary
This is the request to advertise the August 23, 2011 public hearing to consider adoption of an ordinance to amend Chapter 75, Solid Waste, of the Alachua County Code of Ordinances. The public hearing must be properly advertised according to Florida Statutes and proof of publication will be provided. The proposed ordinance makes several much needed changes to the solid waste provisions of the county code. These changes include: general housekeeping and clarification issues; adoption of recycling goals established by the State of Florida; revisions to the process by which residential units may request a switch to commercial collection service; additions to requirements for recycling; clarification of the application of the commercial service franchise fee; new penalties for solid waste haulers with leaking vehicles; revision to the definition of "solid waste cost" to include cost of long term maintenance of closed landfills and the management of other property that may be used for future solid waste facilities; and deletion of a redundant reporting requirement regarding commercial property recycling.

Background
The solid waste code was last amended in 2006. Over the last five years staff has identified several issues that should be resolved by modification of the code. These are reflected in the proposed revision. In addition to some minor housekeeping revisions, the proposed ordinance adopts recycling goals established by the State of Florida; deletes the small quantity generator exemption from the commercial recycling requirement; clarifies the definition of "gross receipts" for calculating the commercial franchise fee;

modifies requirements for commercially collected residential property; authorizes the imposition of a fine or removal of leaking solid waste vehicles; requires commercial property owners to minimize contamination of recyclable materials with solid waste; and revises "solid waste cost" to include costs for maintenance of closed landfills and for the Balu Forest property.

Issues
Whether or not to advertise the public hearing to consider revisions to the solid waste code.

Fiscal Recommendation
Authorize publication of notice for public hearing

Fiscal Alternative(s)
Do not authorize publication and do not hold public hearing

Funding Sources
Solid Waste funds

Account Code(s)
148-7600-534.49-04; 400-7640-534.49-04; 405-7620-534.49-04

Attachment: Ordinance_Draft _06_30_11.pdf
Attachment: Solid_Waste_Ordinance_SummaryofChanges_07_25_11.pdf

07/25/11

Alachua County Solid Waste Ordinance Summary

1. To conform to terminology used in other jurisdictions, the term "mandatory" and "non-mandatory" are changed to "universal" and "non-universal" throughout the body of the Ordinance.

2. The definition of "solid waste cost" was revised to authorize the inclusion of costs for monitoring and operation of the closed landfills and Balu Forest. Page 3.

3. The definition of "designated recyclable materials" was updated to reflect the County's broader recycling program that is currently included in the commercial service franchise. Page 2.

4. The "findings" section 75.301 is revised to include the State's recycling goals for recycling material and commercial and demolition debris. Page 4.

5. The Ordinance requires owners and tenants of commercial property and commercially collected residential property to source separate all of the designated recyclable materials instead of being able to choose to recycle only three of the eight types of materials to recycle. Page 7.

6. Page 7 of the Ordinance requires property owners to minimize contamination of recyclable materials with solid waste so that no more than 25 percent of the material in the recycling container is solid waste.

7. The Ordinance requires multi-family residential property owners' recycling containers to be placed adjacent to solid waste containers. It also directs owners to provide recycling containers of at least 90 gallon capacity for every 20 dwelling units on the property. Page 7-8.

8. The Ordinance requires property owners desiring to qualify for commercially collected residential property collection service to use a dumpster. Page 10.

9. Page 9 of the Ordinance repeals the recycling exemption for small quantity generators of solid waste.

10. The Ordinance encourages government and institutional property to recycle. Page 9.

11. The Ordinance deletes the duplicative requirement for permit holders to maintain a certain level of recycling participation by its customers. Page 9.

Sarah M. Bleakley ♦ Nabors, Giblin & Nickerson, P.A. ♦ 1500 Mahan Drive, Suite 200
Tallahassee, FL 32308 ♦ (850)508-5816

12. Page 10 of the Ordinance requires applicants for a temporary use permit to provide a plan for recycling.

13. The Ordinance sets an July 1 deadline for residential property owners to request a switch to commercial collection service. Page 10.

14. On page 10 the Ordinance requires residential property owners desiring to switch to commercial collection service to include in its application evidence that it has a contract for recycling.

15. The Ordinance delineates certain existing duties of the Division of Waste Management and broadens them on page 14.

16. The Ordinance authorizes the imposition of a fine and removal of vehicles of commercial service franchisees for failure to maintain a vehicle so that it does not spill or leak fluids. Page 20.

17. The Ordinance clarifies the application of franchise fees to include all gross revenues received by commercial franchisees regardless of how the charges are characterized by the commercial franchisee. Page 20.

18. The Ordinance offers more options to franchisees in the method of making security deposits of franchise fees. Pages 22.

19. Page 23 of the Ordinance revises reporting requirements for commercial franchisees to include a monthly summary report and electronic filing.

20. The Ordinance imposes a requirement on commercial franchisees to report the location of property on which there is a regular occurrence of contamination of recyclable materials with solid waste. Page 24.

21. Fines are established for failure to file certain reports required of commercial franchise holders. Commercial franchise reports are named so that they can be easily referenced in the "fine" section of the code. Pages 23-24.

22. These changes take effect immediately upon filing of the ordinance with the State of Florida. Page 25.

Sarah M. Bleakley ♦ Nabors, Giblin & Nickerson, P.A. ♦ 1500 Mahan Drive, Suite 200
Tallahassee, FL 32308 ♦ (850)508-5816

06/30/11

ALACHUA COUNTY, FLORIDA

SOLID WASTE ORDINANCE

ADOPTED _____, 2011

TABLE OF CONTENTS

		Page No.
Section 1.	Section 75.100. Definitions.	2
Section 2.	Section 75.101. Findings.	3
Section 3.	Section 75.300. Area Included.	4
Section 4.	Section 75.301. Collection service for residential or institutional property.	4
Section 5.	Section 75.302. Collection service and recycling requirements for commercial property and commercially collected residential property.	6
Section 6.	Section 75.304. Recycling program; title to solid waste and recyclable material; temporary use special event recycling.	9
Section 7.	Section 75.408. Annual reclassification of property.	10
Section 8.	Section 75.417. Interim assessments on residential property.	12
Section 9.	Section 75.502. Responsibility for enforcement.	14
Section 10.	Section 75.601. General provisions.	15
Section 11.	Section 75.602. Franchise fees.	20
Section 12.	Section 75.603. Books, records and reporting requirements.	23
Section 13.	Severability.	24
Section 14.	Conflicts.	25
Section 15.	Inclusion In The Code.	25
Section 16.	Effective Date.	25

ORDINANCE NO. _____

AN ORDINANCE RELATING TO SOLID WASTE; REVISING THE ALACHUA COUNTY CODE AS FOLLOWS: AMENDING SECTION 75.100, REVISING CERTAIN DEFINITIONS AND CHANGING THE TERMS "MANDATORY" AND "NON-MANDATORY" TO "UNIVERSAL" AND "NON-UNIVERSAL" RESPECTIVELY; AMENDING SECTIONS 75.300, 75.301, 75.408, AND 75.417, TO CONFORM; AMENDING SECTION 75.101 TO ADOPT RECYCLING GOALS ESTABLISHED BY THE STATE OF FLORIDA; AMENDING SECTION 75.302, REVISING THE RECYCLING REQUIREMENTS FOR COMMERCIAL AND COMMERCIALLY COLLECTED RESIDENTIAL PROPERTY; REPEALING THE SMALL GENERATOR EXEMPTION; AMENDING SECTION 75.304, TO REQUIRE TEMPORARY USE SPECIAL EVENT RECYCLING AND TO DELETE THE REQUIREMENT FOR A PERMIT HOLDER TO MAINTAIN A CERTAIN LEVEL OF RECYCLING BY ITS CUSTOMERS; AMENDING SECTION 75.408, REVISING REQUIREMENTS AND PROVIDING ADDITIONAL REQUIREMENTS FOR CERTAIN RESIDENTIAL PROPERTY DESIRING TO SWITCH TO COMMERCIALLY COLLECTED; AMENDING SECTION 75.502, ADDING RESPONSIBILITIES TO THE DIVISION OF WASTE MANAGEMENT; AMENDING SECTION 75.601, EXTENDING THE COMMERCIAL FRANCHISE AUTHORITY TO INCLUDE INSTITUTIONAL AND GOVERNMENT PROPERTY; PROVIDING A FINE FOR FAILURE OF A SOLID WASTE COLLECTION PERMIT HOLDER TO PREVENT LEAKS ON ROADWAYS AND FOR THE COUNTY TO REQUIRE THE REMOVAL FROM SERVICE OF A SOLID WASTE PERMIT HOLDER'S LEAKING VEHICLE, AND ESTABLISHING FINES FOR FAILURE TO PROVIDE CERTAIN REPORTS; AMENDING SECTION 75.602, CLARIFYING THE APPLICATION OF THE FRANCHISE FEE TO INCLUDE ALL GROSS REVENUE RECEIVED BY COMMERCIAL FRANCHISEES REGARDLESS OF HOW THOSE CHARGES ARE CHARACTERIZED BY THE COMMERCIAL FRANCHISEE AND PROVIDING AN EXCEPTION; AUTHORIZING ADDITIONAL METHODS FOR MEETING THE FRANCHISE FEE SECURITY DEPOSIT REQUIREMENT; AMENDING SECTION 75.603, REVISING THE REQUIRMENTS FOR FRANCHISEES TO PROVIDE

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REPORTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Section 75.100. That section 75.100 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.100. Definitions.

Designated recyclable materials means glass and plastic bottles and jars, no larger than two (2) gallons in size; yogurt cups; margarine tubs; aluminum and metal cans, including empty aerosol cans; newspapers; magazines; catalogs; telephone books; corrugated cardboard; pasteboard; brown paper bags; junk mail; and office paper.

~~*Designated recyclable materials* means steel cans; aluminum cans with a volume no greater than 2.5 gallons; glass containers with a volume no greater than 2.5 gallons; plastic containers with a volume no greater than 2.5 gallons and consisting of the following materials — high density polyethylene (HDPE), polyethylene terephthalate (PETE) or polyvinyl chloride (PVC); magazines; newspaper; office paper; and corrugated cardboard.~~

Director means the director of the ~~Office~~ Division of Waste Management of the Public Works Department of Alachua County, or the designee of such person.

~~*Office*~~ *Division of waste management* means the ~~office~~ division of waste management within the Public Works Department of Alachua County.

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~~*Mandatory*~~ *Universal area* means the portion of the unincorporated area of the county as designated by the board by resolution pursuant to section 75.300 hereof.

~~*Nonmandatory*~~ *Non-universal area* means the portion of the unincorporated area of the county as designated by the board by resolution pursuant to section 75.300 hereof.

Solid waste cost means (1) the amount necessary in any fiscal year to fund and provide solid waste management to assessed property in the county, which shall include recycling activities undertaken by the county or mandated by any other governmental entity, and the provision of collection and disposal services, programs and facilities; and (2) the estimated cost to be incurred during any fiscal year relating to the collection of the solid waste assessments, including any service charges 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 costs include, but are not limited to, costs associated with monitoring closed landfills and the management of property intended for future solid waste facilities.

Section 2. Section 75.101. That section 75.101 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.101. Findings.

It is hereby ascertained, determined, and declared that:

(12) Pursuant to Section 403.706 (2), Florida Statutes, the county adopts the following goals for recycling solid waste:

(a) 40 percent by December 31, 2012,

(b) 50 percent by December 31, 2014,

(c) 60 percent by December 31, 2016,

(d) 70 percent by December 31, 2018, and

(e) 75 percent by December 31, 2020.

Section 3. Section 75.300. That section 75.300 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.300. Area included.

This article shall apply to the unincorporated area of the county. By resolution, the board may divide residential properties into two areas: the ~~mandatory~~ universal area and the ~~nonmandatory~~ non-universal area.

Section 4. Section 75.301. That section 75.301 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.301. Collection service for residential or institutional property.

(a) *Residential property owners within ~~mandatory~~ universal area.* For residential property owners within the ~~mandatory~~ universal area, the county shall provide or make available residential collection service, the cost of which shall be included within the solid waste assessment for residential property within the ~~mandatory~~ universal area.

(1) An owner of residential property in the ~~mandatory~~ universal area shall provide for the disposal of solid waste generated on such property at a solid waste management facility either by using the residential collection service provided to such property by the contractor or by other lawful means.

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(2) No residential property owner in the ~~mandatory~~ universal area who uses the residential collection service provided by a contractor shall use a receptacle for solid waste disposal other than a receptacle provided by such contractor. The residential property owner shall select a receptacle that is adequate in size to contain all solid waste that is normally generated on such property. The residential property owner shall dispose of solid waste that exceeds the capacity of the receptacle in the manner prescribed in the manual, "Let's Talk Trash," promulgated by the division of waste management. The residential property owner or tenant shall pay an additional fee for the collection and disposal of the excess solid waste. Such fee shall be established by the board by resolution. In the event that the county determines that the receptacle selected by the property owner is not adequate in size to contain all solid waste that is normally generated on such property, the county may replace the receptacle with the next larger size and assess the property owner for the larger receptacle.

(3) An owner of residential property in the ~~mandatory~~ universal area shall provide for the disposal of yard trash consisting of vegetative matter exceeding contractor specifications at a solid waste disposal facility either by entering into an agreement with a contractor or by other lawful means.

(b) *Residential property in ~~nonmandatory~~ non-universal area.* For residential property within the ~~nonmandatory~~ non-universal area, the county (1) shall provide or make available residential collection service, the cost of which shall be billed and collected by the contractor, and (2) shall provide rural collection centers. The cost of providing rural collection centers to residential property in the ~~nonmandatory~~ non-universal area may be included within the solid waste assessment for such property. An

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owner of residential property in the ~~nonmandatory~~ non-universal area shall provide for the disposal of solid waste generated on such property at a solid waste management facility either by entering into an agreement with a contractor, by depositing it into a rural collection center, or by other lawful means.

(c) *Institutional property.* An owner of institutional property shall provide for the disposal of solid waste generated on such property at a solid waste disposal facility, either by entering into an agreement with a contractor or by other lawful means.

(d) *Placement of receptacles.* No earlier than 5:00 p.m. on the day preceding the scheduled collection day, an owner or occupant of residential property in the ~~mandatory~~ universal area or in the ~~nonmandatory~~ non-universal area shall place such solid waste receptacles and recycling containers at the curbside/roadside, but shall not place the receptacles or containers on the road or street. No later than 9:00 p.m. of the day of collection, the owner or occupant of residential property in the ~~mandatory~~ universal area or in the ~~nonmandatory~~ non-universal area shall remove the solid waste receptacles and recycling containers and shall place them at least 15 feet away from the curbside/roadside or out of the public right-of-way, whichever is a greater distance from the edge of the road.

(e) *Bulk items.* No earlier than 24 hours preceding the scheduled collection day, an owner or occupant of residential property in the ~~mandatory~~ universal area shall place bulk items at the curbside/roadside in a manner that separates the bulk items from ~~refuse~~ garbage and recyclable materials.

Section 5. Section 75.302. That section 75.302 of the Alachua County Code is hereby amended to read as follows:

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Sec. 75.302. Collection service and recycling requirements for commercial property and commercially collected residential property.

~~(a)~~ For commercial property within the unincorporated area, the county shall make available commercial collection service, the cost of which shall be billed and collected by the permit holder.

(a) An owner of commercial property shall provide for the disposal of solid waste and proper recycling of recyclable material generated on such property at a solid waste management facility either by entering into an agreement with a permit holder or by other lawful means. ~~(b)~~ The owner and the tenant of commercial property shall provide for the "source-separation" ~~of a minimum of three types~~ of the ~~eight~~ designated recyclable materials from its solid waste. The owner and tenant of industrial property shall also provide for the source-separation of metals and packaging materials. ~~(c)~~ The owner and the tenant of commercial property shall provide for the proper recycling of such recyclable material at a materials processing facility either by entering into an agreement with a permit holder or certified recycler, or by other lawful means. Every property owner shall ensure that all recovered materials shall be placed in a recycling container to minimize contaminating the recovered materials with solid waste so that no more than 25 percent of the weight or volume in the recycling container is solid waste.

(~~d~~ b) Commercially collected residential property. The owner of all commercially collected residential property shall establish a recycling program that is convenient and accessible to the residents for ~~that includes~~ recycling of ~~at least three of the eight~~ designated recyclable materials ~~and is convenient and accessible to the residents~~. The owner shall provide recycling containers of at least 90 gallon capacity and shall provide

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a sufficient number of containers for capacity to equal or be greater than 90 gallons for each 20 dwelling units on the property.

(e c) Location of containers.

~~(1) Every property owner shall ensure that all recovered materials shall be placed in a recycling container to minimize contaminating the recovered materials with solid waste so that no more than 25 percent of the weight in the recycling container is solid waste.~~ Every property owner shall keep all recycling containers in a safe, accessible location as agreed to by the permit holder and customer. Recycling containers on parcels consisting of multi-family dwelling units shall be placed adjacent to the commercial service container for the collection of solid waste, or at an alternate location approved by the County Manager ~~adequate to meet the recycling needs of the residents~~ and shall be convenient to the residents' use thereof. In the event an appropriate location cannot be agreed upon, or is not convenient to residents' use, the County Manager shall designate the location.

(f d) Maintenance of containers. If a permit holder or certified recycler provides recycling containers to its customers, the permit holder or certified recycler shall be responsible for the proper maintenance of the container. Customers who acquire their own containers from any other source are responsible for ensuring that the container can be serviced by the permit holder's or certified recycler's equipment and for the proper maintenance of the container, except that any damage done by the permit holder or certified recycler shall be the responsibility of the permit holder or certified recycler.

~~(g) Exemption for small quantity generators. An owner of commercial property may apply to the county manager for an exemption from the mandatory recycling requirements by submitting an affidavit that the property:~~

~~(1) Produces less than four cubic yards of solid waste per week, or~~

~~(2) The designated recyclable materials produced at the property constitute less than 15 percent of the solid waste produced at such property.~~

Section 6. Section 75.304. That section 75.304 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.304. Recycling program; title to solid waste and recyclable material; temporary use special event recycling.

(a) At a minimum; the county shall comply with the state goal for reducing the disposal of solid waste at solid waste management facilities through the establishment of a recycling program and through the encouragement of recycling by residential property, ~~and~~ commercial property, government property and institutional property.

(b) The county reserves the right at all times to hold title and ownership of all solid waste and recyclable material collected by a contractor.

(c) Proof of participation in recycling program. The owner of commercial property or owner of a commercially collected residential property shall produce proof of a valid and current contract with a permit holder or certified recycler or receipts for delivery of recovered materials to an approved site, upon request of the County Manager.

~~(d) Permit holders shall maintain participation in the recycling program by 80 percent of the customers that amount to 50 percent of recyclables by weight. New~~

~~permit holders shall meet and maintain this requirement within 6 months of securing a permit. Each permit holder shall report to the county manager by December 15 of each year, the percentage participation of its commercial recycling customers and the amount of recycled material collected as a percentage of total solid waste collected from its customers for the year ending September 30.~~

(d) An applicant to the department of growth management for a temporary use permit for a special event shall provide a plan for recycling of recyclable materials.

Section 7. Section 75.408. That section 75.408 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.408. Annual reclassification of property.

(a) On an annual basis by July 1, the owner may request the county to reclassify residential property in the ~~mandatory~~ universal area as commercial property if the owner has contracted for commercial collection service and for the collection of recyclable materials for the entire portion of the fiscal year during which such property is to be reclassified, provided that (1) the residential property consists of either a condominium complex or a subdivision or contiguous section of a subdivision containing multifamily dwelling units or a mobile home park; (2) or that such extraordinary circumstances exist that it would be unfair to require such residential property to utilize residential collection service. To qualify for designation as commercially collected residential property, the property owner shall provide for the use of dumpster type container for the collection of solid waste. The owner shall file an application for reclassification under oath to the director of waste management on forms provided by the county which shall contain, at a minimum, the following:

(1) The name and address of the owner;

(2) If applicable, the address and legal description of each dwelling unit and total number of dwelling units within the residential property requesting reclassification as commercial property; and

(3) Evidence of an agreement to provide commercial collection service for solid waste and designated recyclable materials to the property for the entire portion of the fiscal year during which such property is to be reclassified.

The director shall review the application and, if it meets the foregoing requirements, shall approve the request for reclassification as commercial property. A decision by the director to deny the reclassification shall be made in writing and shall include the reasons for denial.

(b) If the solid waste assessment for a parcel of residential property reclassified as commercial property pursuant to subsection (a) has not been paid for the fiscal year during which such property has been reclassified, the solid waste assessment may be reduced by an amount equal to 1/12 of the solid waste assessment imposed in respect of such property for each full month during which the property was or will be provided with commercial collection service.

(c) If the solid waste assessment for a parcel of residential property reclassified as commercial property pursuant to subsection (a) has been paid for the fiscal year during which such property has been reclassified and if proof of payment is provided to the director, the owner shall be entitled to a refund in an amount equal to 1/12 of the solid waste assessment imposed in respect of such property for each full month during which the property was or will be provided with commercial collection

service. Refunds shall be made within 30 days of the date the application ~~therefor~~ is made by the owner to the director. A written decision to deny a refund shall be made by the director within 30 days of the application date and shall include the reasons for the denial.

(d) Any owner who is denied a request:

(1) To have his or her residential property reclassified as commercial property pursuant to subsection (a);

(2) To have his or her solid waste assessment reduced pursuant to subsection (b); or

(3) To receive a refund pursuant to subsection (c);

may request review of such denial pursuant to the process provided in section 75.418, Alachua County Code.

(e) The board may, by resolution, adopt a fee schedule in order to defray the administrative costs of considering and processing applications made pursuant to this section.

Section 8. Section 75.417. That section 75.417 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.417. Interim assessments on residential property.

(a) An interim solid waste assessment may be imposed against property for which a certificate of occupancy is issued by the county. The amount of the interim solid waste assessment shall be calculated upon a monthly rate, which shall be 1/12 of the annual rate for such property computed in accordance with the annual rate resolution for the fiscal year in which the certificate of occupancy is issued. Such monthly rate

shall be imposed for each full calendar month remaining in the fiscal year. For certificates of occupancy issued on or after June 1 of the fiscal year, the interim solid waste assessment shall be for each month remaining in the current fiscal year and for the 12 months of the following fiscal year, and shall be at the current fiscal year rate. No certificate of occupancy shall be issued until full payment of the interim solid waste assessment is received by the county. Issuance of a certificate of occupancy by mistake or inadvertence, and without the payment in full of the interim solid waste assessment, shall not relieve the property of the obligation of full payment. For the purpose of this provision, such interim solid waste assessment shall be deemed delinquent on the date the certificate of occupancy was issued and shall constitute a lien against such property as of that date. Such lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved, and may be enforced in accordance with the provisions of section 75.415 hereof.

(b) An interim solid waste assessment may also be imposed against property which for any reason was not listed on the tax roll as an individual parcel of property on the date the annual rate resolution is prepared, and which did not pay an interim solid waste assessment at the issuance of certificate of occupancy by the county. The amount of the interim solid waste assessment shall be equal to that imposed against comparable property for the same fiscal year. For the purpose of this provision, such interim solid waste assessment shall be deemed delinquent on the date those shown on the solid waste assessment roll become delinquent and shall constitute a lien against

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such property as of that date. Such lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved, and may be enforced in accordance with the provisions of section 75.415 hereof.

(c) Upon request of a subdivision developer or owner of residential property in the ~~nonmandatory~~ non-universal area, the solid waste coordinator may deem residential property to be within the ~~mandatory~~ universal area for the purposes of the interim assessment and for providing ~~mandatory~~ universal refuse collection service.

(d) The county manager shall administer and provide for the collection of all interim solid waste assessments.

Section 9. Section 75.502. That section 75.502 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.502. Responsibility for enforcement.

(1) The division of waste management within the public works department shall be responsible for the regulation of solid waste consistent with this chapter.

(2) The division shall be responsible for the issuance of solid waste collection permits.

(3) The division shall be responsible for meeting the solid waste reporting requirements of ch. 403, Florida Statutes, including but not limited to the government agency report mandated in s. 403.7032(3), and the construction and demolition debris recycling report required by s. 403.707(9).

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Section 10. Section 75.601. That section 75.601 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.601. General provisions.

(a) It shall be unlawful to commence or engage in the business of providing commercial collection service or providing containers for commercial service to properties in the unincorporated area of the county without obtaining a franchise issued by the county in accordance with this article. For the purposes of this article, "commercial collection service" means the collection and transportation of recyclable material, yard trash and solid waste, excluding hazardous waste, biomedical waste, and construction and demolition debris, from commercial, institutional or government property by a commercial franchisee.

(b) No franchise shall be awarded until the county determines that the franchisee is capable of complying with the requirements of this article.

(c) The term of each franchise or renewal of a franchise issued on or after October 1, 2006 shall be for a term of no more than one year and shall expire on the next ensuing September 30th , unless forfeited or revoked sooner as provided herein. All franchises shall require the completion of an application, which shall be valid for the term of the franchise. A franchise, once granted, may not be assigned or transferred without written approval of the county manager.

(d) Each franchise shall be subject to the Alachua County Code of Ordinances. Each franchise shall be subject to, and franchisees shall abide by, all present and future laws, regulations, orders of regulatory bodies, County Code provisions and administrative rules applicable to the performance of the collection

services hereunder. Each franchisee shall obtain all licenses and permits presently required by federal, state and local governments, and as required from time to time.

(e) All commercial franchises may be by contract, which may include, among other things, agreement on the disposal site for waste collected by the franchisee.

(f) Each commercial franchisee providing commercial collection service shall make waste collection available daily (except Sunday). Collection shall begin no earlier than 6:00 a.m. and shall cease no later than 9:00 p.m., Monday through Saturday, except in areas of mixed residential and commercial occupancy, where collections shall begin no earlier than 7:00 a.m. and cease no later than 9:00 p.m., Monday through Saturday. The county manager may authorize collection on Sunday where special needs of the customer make it necessary. In the event of an emergency, a franchisee may collect at times not allowed by this section, provided the county manager grants prior approval, to be later evidenced by a written memorandum. If no written memorandum is obtained, there shall be a presumption that the franchisee did not obtain prior approval.

(g) The commercial franchisee shall not be relieved of the obligation to promptly comply with any provision of the franchise by failure of the county to enforce compliance with the franchise.

(h) The county reserves the right to grant similar rights or franchises to more than one person or corporation as well as the right in its own name to use its streets for purposes similar to or different from those allowed to franchisees hereunder.

(i) For all contracts between customers and commercial franchisees providing commercial collection service, the franchisee shall pass through to its

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customers any savings realized through reduced service levels that the commercial franchisee experiences due to the customers' participation in the mandatory recycling program.

(j) If a commercial franchisee fails to perform its contract with any customer for longer than two weeks, the county may perform the work using its own equipment or assign the work to another franchisee, who shall be entitled to receive the revenue from the customer for work performed that would have gone to the defaulting franchisee.

(k) The commercial franchisee providing commercial collection service shall submit to any load inspection program that the county may reasonably devise.

(l) Yard waste from a commercial generator or commercial customer shall be collected separately from other waste. Each commercial franchisee providing commercial collection service shall inform all of its commercial customers of this requirement.

(m) A commercial franchisee shall respond to and, if feasible, resolve all complaints received by 12:00 noon on any business day by 5:00 p.m. of the same day and shall respond to and, if feasible, resolve all complaints received after 12:00 noon on any business day by 12:00 noon the next business day. An emergency telephone number where the commercial franchisee can be reached shall be given to the county manager.

(n) A commercial franchisee shall handle commercial service containers with reasonable care and return them to the approximate location from which they were collected. A commercial franchisee providing commercial collection service shall clean up all waste spilled during the collection operation.

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(o) A commercial franchisee providing commercial collection service shall not be required to provide collection service when all appropriate disposal sites are closed or an emergency or imminent emergency exists, as determined by the county manager. Collections shall resume on the instruction of the county manager.

(p) A commercial franchisee providing commercial collection service shall not be deemed to be an agent of the county and shall be responsible for any losses or damages of any kind arising from its performance or nonperformance under its franchise. The commercial franchisee shall defend at its own expense or reimburse the County for its defense, at the county's option, against any and all claims and suits brought against the county, its elected or appointed officers, employees, and agents resulting from the franchisee's performance or nonperformance of service pursuant to the franchise.

(q) In order to ensure that the commercial franchisee provides a quality level of commercial collection services, the following standards and fines are set.

(1) All complaints received by the county and reported to the commercial franchisee shall be promptly resolved. Any complaint received by the commercial franchisee shall be entered on a form approved by the county. All complaints received during the business day shall be transmitted on the approved form by 5:00 p.m. each business day. Any complaint received before noon shall be resolved the same business day. All other complaints shall be resolved by the end of the next business day.

(2) In the event legitimate complaints shall exceed two percent of the total customers served by the commercial franchisee during any county fiscal year, or 0.5 percent of the total customers serviced by the commercial franchisee during any

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calendar month, the county may levy a $100.00 fine per incident for the following incidents related to service by the franchisee:

a. Commingling vegetative waste and/or recyclable materials with other waste.

b. Failure to replace damaged container within seven days of notification (48 hours for commercially collected residential customers).

c. Throwing of garbage cans or recycling containers.

d. Failure to clean spillage.

e. Failure to repair damage to customer's property.

(3) The county may levy fines of $100.00 per day for the following violations of the franchise:

a. Failure to provide clean, safe, sanitary equipment.

b. Failure to maintain required office hours.

c. Failure to maintain proper licenses.

d. Failure to display franchisee name and phone number on equipment or containers.

e. Failure to collect waste upon notification by the county. The commercial franchisee will also be charged the cost incurred by the county if county personnel are required to collect the waste due to such failure.

f. Using improper truck to service commercial or commercially collected residential customers.

g. Failure to provide monthly recycling reports by the 30th day after each month in the format specified by the county.

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h. Collection outside hours specified in section 75.601.

i. Failure to provide a detailed account report electronically by the 30th day after each month in a format acceptable to the county as specified in section 75.603.

j. Failure to provide a summary report by the due date established in section 75.603.

k. Failure to provide an annual report by the due date established in section 75.603.

(4) Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the county may result in a $2,500.00 fine per day, per incident.

(5) Failure to maintain a vehicle so that it does not spill or leak fluids may result in a $500.00 fine per day, per incident and may result in being required to remove the vehicle from service until satisfactory proof of repair is determined by the division of waste management.

Section 11. Section 75.602. That section 75.602 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.602. Franchise fees.

(a) Amount of fee. The commercial franchisee providing commercial service shall pay as compensation to the county, for the rights and benefits granted hereunder, a fee equal to ten percent of gross revenues from the providing of containers and the collection of waste from commercial properties under the franchise. For purposes of this calculation, gross revenues shall consist of all revenues received from the commercial franchisee's customers within the unincorporated area of the county. Gross revenues include, by way of example and not limitation, all revenues from the sale or lease of

containers, all revenues from waste collection services, all disposals billed, late fees, bad debt recoveries and other fees collected from customers, such as, environmental fees and any other revenues received from a customer regardless of how they may be characterized by the commercial franchisee. Franchise fees shall not be included in gross revenues Provided, however, the commercial franchisee may take a deduction ~~with no deductions except~~ for bad debts written off in accordance with generally accepted accounting principles and promulgations issued by the Financial Accounting Standards Board.

(b) Compensation payments for commercial service shall be due 30 days after the end of each month, accompanied by statements of gross revenues in a form prescribed by the county's finance and accounting office, and shall be paid directly to the county's finance and accounting office. Statements and remittances shall be accepted as timely if postmarked on or before the 30th day of the month; if the 30th day falls upon a Saturday, Sunday, or federal or state holiday, statements and remittances shall be accepted as timely if postmarked on the next succeeding workday. Payments not received by the due date shall be assessed interest at the rate of one percent per month compounded monthly from the due date.

(c) All amounts paid shall be subject to confirmation and recomputation by the county. An acceptance of payment shall not be construed as an accord that the amount paid is the correct amount, nor shall acceptance of payment be construed as a release of any claim the county may have for further or additional sums payable.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(d) Billing methods that have the effect of reducing or avoiding the payment of franchise fees are expressly prohibited and will be cause for termination of the franchise, as well as punishment as provided by section 10.08, Alachua County Code.

(e) Payment of this franchise fee shall not exempt the commercial franchisee from the payment of any other license fee, tax or charge on the business, occupation, property or income of the franchisee that may be imposed by the county.

(f) Franchisee shall post and maintain a security deposit with the county. The amount of the security deposit shall equal $2,500.00 ~~in cash~~ or the estimated amount of franchise fees for a three-month period, whichever sum is greater, to guarantee performance under this franchise.

(1) The required security deposit shall be made with the clerk either by:

a. Cash deposit at no interest;

b. Irrevocable bank letter of credit;

c. Guaranteed payment bond; or

d. Collateralization of bank certificate of deposit.

(2) In the event the franchise fees are not paid within the prescribed time, the user's security deposit shall be debited for the amount of such charges.

a. For cash security deposits, the finance and accounting department shall apply the appropriate amount of the security deposit to the unpaid fees and will notify the owner of such action.

b. For other than cash security deposits, the finance and account department shall take appropriate action to apply the required security deposit to the unpaid fees and notify the user of such action.

c. Once the user's security deposit has been debited or applied, the user shall thereafter pay by cash, money order, cashiers check or credit card until the user credits or restores the security deposit to the minimum amount required.

Section 12. Section 75.603. That section 75.603 of the Alachua County Code is hereby amended to read as follows:

Sec. 75.603. Books, records and reporting requirements.

(a) The county shall have the right to review all records maintained by a franchisee providing commercial service concerning its franchise on 30 days written notice. These records shall be maintained for at least a three-year period and be readily accessible for review by the county.

(b) Detailed Account Report. Each commercial franchisee providing commercial service shall electronically file a detailed account report ~~written~~ monthly ~~reports~~ within 30 days after the end of each month with the County Manager's email address designated by the division of waste management. The detailed account report shall be prepared in a format acceptable to the county. The detailed account report shall contain an accurate list of customers, consisting of the name, physical address, container size, container type, (including whether the container is used for solid waste or recyclable materials), the frequency of pick-up and the parcel identification number of the customer's parcel as designated on the assessment role.

(c) Summary Report. In addition to the detailed account report, each commercial franchisee providing commercial service shall provide a written summary report specifying the total numbers of customers and total number of containers. The

summary report shall be filed concurrently with the monthly franchise payment required pursuant to section 75.602. In addition, the commercial franchisee shall electronically submit a copy of the summary report and the franchise payment instrument to the address designated by the division of waste management.

~~(c)~~(d) Annual Report. Each commercial franchisee providing commercial service shall file an annual report including a schedule of total gross revenues as defined in section 75.602(a). This annual report shall be examined by an independent certified public accountant ("auditor") to certify that the computation of gross revenue used to calculate franchise fees remitted is in accordance with the terms of the franchise. The auditor's report shall state that the examination was performed in accordance with professional standards established by the American Institute of Certified Public Accountants or successor organization, and shall be filed with the County Manager within 120 days of the franchisee's fiscal year end. The auditor's services shall be contracted by and paid by the franchisee.

(e) Each commercial franchisee shall promptly report to the division of waste management the location of property on which the recycling containers are regularly contaminated with solid waste. For purposes of this subsection, a recycling container is contaminated with solid waste when more than 25 percent of the weight or volume in the container is solid waste.

Section 13 Severability. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

Section 14. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. Inclusion In The Code. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Laws and Ordinances of Alachua County, Florida; that the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article", or other appropriate designation.

Section 16. Effective Date. A certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners, and shall take effect immediately upon filing.

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

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

ATTEST:

By:_____
_____, Chair

_____
J. K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

(SEAL)

_____
Alachua County Attorney

DEPARTMENT APPROVAL
AS TO CORRECTNESS:

_____

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_____
Director of Public Works Department

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