- Steve Donahey
  Deputy Clerk

SUPPLEMENTAL AGENDA

August 23, 2011

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

ITEMS TO BE ADDEDTO THE REGULAR AGENDA

- *Resolution supporting the request by Prioria Robotics, Inc. for participation in the Qualified Targeted Industry (QTI), per Richard Drummond* ***(to follow item # 14)***

ITEMS TO BE MOVED Deferred

- ***ITEM # 43:*** *SW 1st Place Multi-Use Path resident's concern, per Chair Pinkoson* ***(to be deferred to September 13 Agenda, evening portion)***

ITEMS TO BE MODIFIED ON THE AGENDA

- ***ITEM # 17:*** *Kanapaha Park Community Center and Soccer Field Lighting.* ***Replace documents:*** *Resolution and Budget Amendment (attached).* ***Add document:*** *Community Funding Options Chart (attached), per Rick Hedrick*

- ***ITEM # 30:*** *Federal Election Activities Grant – Certification of Matching Funds for 2011-2012.* ***Current Recommendation:*** *Certify that the required 15 percent match is available in the FY2011 Supervisor of Elections' Budget.*

  Add to the Recommendation: *Adopt the Resolution.*

- ***ITEM # 33:*** *Amend the Combined Communication Center Interlocal Agreement.* ***Read into the record-*** *Correction of transposition Errors on Item 33, Combined Communications Interlocal Agreement:*

  - ✓ *The cost of dispatch for the City of High Springs will likewise be discounted to a rate of ~~40%~~ 60% of the cost while the County contributes the remaining ~~60%~~ 40% of the cost.*
  - ✓ *The City of Alachua has its own police department and dispatch center, however, if they desire to participate, the cost would be split ~~40%~~ 60% City of Alachua and ~~60%~~ 40% County.*

- ***ITEM # 47:*** *RSVP Donation Fund: Recognize unanticipated revenue in the RSVP Donation Fund.* ***Replace document:*** *Budget Amendment (attached), per Elmira Warren.*

- ***ITEM # 50:*** *Real Estate Contract for 3713 SE 14 Terrace* ***Replace page 2 of backup document,*** *per Steve Lachnicht*

- ***ITEM # 51:*** *NSP Real Estate Sales Contract for 3009 NE 11 Terrace* ***Replace page 2 of backup document****, per Steve Lachnicht*

CONTINUATION OF AUGUST 16, 2011 BUDGET DISCUSSION

- *Immediately after the completion of the daytime Regular Agenda, consider the following items from the August 16th Budget Meeting:*

  - *Sales Tax: Pavement Management Program*
  - *RTS Funding for FY12 bus service*
  - *Review of Expenditure and Revenue History Reports*

- *The following additional backup is attached:*

  Sales Tax item: Draft Project List Based on Proposed Ranking Methodology

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

AGENDA SECTION:	Regular/ County Manager CPG	ITEM #:
MEETING DATE: 8/23/2011	DATE COMPLETED: 8/19/2011	TIME CERTAIN: NO
ITEM DESCRIPTION:	Resolution supporting the request by Prioria Robotics, Inc. for participation in the Qualified Targeted Industry (QTI).	
REQUESTED BY: Rick Drummond	ORIGINATING DEPARTMENT: County Manager's Office	PREPARED BY: Rick Drummond PREPARER'S PHONE #: (352) 374-5204
DOCUMENT(S) REQUIRING ACTION:	Resolution supporting the application by Prioria Robotics, Inc. for participation in the QTI.	AMOUNT: $56,000.00

EXECUTIVE SUMMARY: Prioria Robotics, Inc. wishes to participate in the Qualified Targeted Industry (QTI) Program and is requesting that the County Commission make a financial commitment of $56,000 payable over a period of four years beginning in FY2012, pending job creation, as the County's portion of the local match for the program. Prioria Robotics is an existing company located within the municipal boundaries of the City of Gainesville and is proposing to expand its current operations and relocate to a new site within Alachua County.

The QTI is a tax refund program used as an incentive to encourage the creation of high wage jobs in targeted high valued-added industries. The Governor's Office of Tourism, Trade and Economic Development (OTTED) has qualified Prioria Robotics based upon the type of business and the average salaries. Therefore, the State will pay 80% of the refund while the local jurisdiction will pay the remaining 20%. If Prioria locates in the Enterprise Zone downtown, the total award would be $400,000, with the total local match being $80,000 which would be equally distributed between the City of Gainesville and Alachua County. The Gainesville City Commission is expected to consider Prioria's QTI application at its September 1, 2011 meeting. In the event Prioria locates to a site within the unincorporated portion of Alachua County, total QTI award would be $280,000 and the County would be responsible for the entire local match of $56,000.

BACKGROUND: Prioria Robotics is an engineering company founded in 2003 by University of Florida alumni and is located in Gainesville, Fla. Prioria is dedicated to solving some of the key problems of machine perception and autonomous systems in order to improve and develop new products. Prioria produces the Maveric unmanned aircraft system, whose unique onboard collision-detection capability is powered by the Merlin embedded processing platform. Prioria also provides engineering solutions for industrial and ground robotics, medical device manufacturers, military and homeland security applications, and cutting-edge commercial products. The company needs to expand its operations due to increased demand for their products and engineering services, requiring the hiring of additional employees to meet the demand. Alachua County is competing for the retention of this locally grown business with locations in Georgia, North Carolina and Canada, each of which offer a different array of incentives. In addition to the retention of its existing 35 jobs, Prioria expects to create 40 new jobs with an average annual wage of over $67,000, double the current average wage in Alachua County. The company also plans to make capital investments totalling more than $2,000,000 over the next five years.

ISSUES: The incentives are a key element in Prioria's decision to expand and relocate to a new site in Alachua County. The incentive dollars will be used to offset expenditures to complete the build-out of a new facility the capital investment in production tooling, research & develoment equipment and administrative equipment. As stated in the company's proposal, "If not for incentives, Prioria will look outside Florida for expansion opportunites."

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

ACTION

Recommendation: Approve the Resolution supporting Prioria Robotics, Inc. participation in the QTI Program and authorize the Chair's signature.

Alternative #1: Deny the Resolution.

FISCAL IMPACT

Recommendation: A total of $56,000 payable over the period of four years beginning FY2012.

Alternative #1:

Funding Sources: Qualified Targeted Industry Budget

Account Code: 001-0490-519.82-53

ATTACHMENTS: Copy of Application (General Project Overview) supporting Prioria Robotics, Inc. QTI participation, Resolution in support of Prioria Robotics, Inc. QTI participation, project matrix and project evaluation.

SUGGESTED REFERENCE MATERIAL: Alachua County Plan for Sustainable Economic Development

DEPARTMENT DIRECTOR	OMB & CONTRACTS	AGENDA OFFICE	LEGAL	COUNTY MANAGER
8/19/11				8/28/11

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

REVISED: February 6, 2004

RESOLUTION ____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, APPROVING PRIORIA ROBOTICS, INC. AS A QUALIFIED TARGET BUSINESS INDUSTRY PURSUANT TO SECTION 288.106, FLORIDA STATUTES; AGREEING TO PROVIDE A TAX REFUND UP TO FIFTY-SIX THOUSAND DOLLARS ($56,000) TOTAL BEGINNING FY2011/12 PAID OVER A PERIOD OF FOUR YEARS FOLLOWING JOB CREATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the business under consideration, Prioria Robotics, Inc., is an engineering company founded in 2003 by University of Florida alumni and is located in Gainesville, Florida; and

WHEREAS, Prioria Robotics Inc., is currently located at 104 N Main Street, Gainesville, Florida, and proposes an expansion its operations and relocate to a new site within Alachua County; and

WHEREAS, Prioria Robotics, Inc., with the proposed expansion, will employ 40 additional employees beginning in 2012 with an average annual compensation of $67,588 and an estimated $10,000 in benefits per worker; and

WHEREAS, Prioria Robotics, Inc. will make a capital investment of $2,034,000 over the next five years; and

WHEREAS, the request by Prioria Robotics has been reviewed by Alachua County staff using an evaluation matrix approved by the Board of County Commissioners; and

WHEREAS, this resolution is required by section 288.106(4)(a)10, Florida Statutes (2010); and

WHEREAS, the Alachua County Board Of County Commissioners acknowledges that its participation in the Qualified Targeted Industry is required and understands that its contribution to the program will be a maximum of FIFTY-SIX THOUSAND DOLLARS (based on $3000 per job baseline, plus $2000 per job due to a 200% wage bonus, plus $2000 per job due to high impact bonus, totaling $7,000; times 40 jobs, or $280,000 sum total; and the County's contribution is $56,000) paid over a period of four years beginning in FY2011/12 following job creation; and

WHEREAS, in the event Prioria Robotics, Inc. locates its operations to a site within the City of Gainesville, the maximum contribution from Alachua County will be FORTY THOUSAND DOLLARS

(based on $3000 per job baseline, plus $2000 per job due to a 200% wage bonus, plus $2000 per job due to high impact bonus, and plus $3000 per job due to location in enterprise zone; totaling $10,000; times 40 jobs, or $400,000 sum total; and the County's contribution is $40,000) paid over a period of four years beginning in FY2011/12 following job creation.

WHEREAS, in accordance with section 288.106(4)(a)10, Florida Statutes, and as set forth in Alachua County Resolution 09-51, Alachua County has designated the Alachua County Economic Development Advisory Committee as the authorized local economic development agency.

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

1. That the Commission finds, determines, and declares that the recitals in the preamble are true and correct, and hereby incorporates them by reference.

2. That the Board recommends that Prioria Robotics, Inc. be approved as a Qualified Target Industry Business ("QTIB") pursuant to section 288.106(1)(p), Florida Statutes.

3. That the necessary commitment of local financial support for the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program exists in the amount of FIFTY-SIX THOUSAND DOLLARS and that payments up to that amount are available to be made, depending upon the location of the QTIB, and will be available consistent with the guidelines set forth by the Governor's Office of Tourism, Trade and Economic Development and will be paid to the Florida Economic Development Trust Fund with the stipulation that these funds are intended to represent the local financial support, as required by section 288.106, Florida Statutes.

4. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 23th day of August, 2011.

Board of County Commissioners of Alachua County, Florida

By:_____
Lee Pinkoson, Chair

ATTEST:

_____
Clerk

(seal)

APPROVED AS TO FORM:

County Attorney

Project Evaluation Matrix and Project Description for QTI

Alachua County, Florida

Possible scores, based on information presented by project applicant: -2, -1, 0, 1, 2.
A positive score in all three categories is required for consideration.

Economic Impacts	**Comments and Explanation**	**Subtotal**	**Total**
Financial effect on County Government (tax revenue vs. County financial outlays)	Alachua County will retain tax revenue and expand upon new $2.034 million capital investment from Prioria. In addition, Prioria will build out or renovate an existing facility. Nearly 100% of ALL of the company's operations will be in Alachua County and Florida, should company officials choose to locate here.	2	
Importer (-) or exporter (+) of products/services	Exporter of goods and raw materials. Eighty percent of all sales will be international with research and development and assembly in Alachua County, thereby creating primary jobs.	2	
Use of external (-) or local (+) capital	Local with some recruiting of outside sales force.	2	
Expansion of existing business (+)	Yes	2	
Expected 10-yr growth in number of jobs	TBD (based on expansion). The company is projecting an employment base of more than 75 people within the next five years.	1	
Wage rates by job description vs. US Average	$67,588 vs. $33,923 local avg. wage	2	
Expected growth in wages (over inflation)	TBD	0	
Public service impacts (e.g., schools, public safety)	Public service impacts are expected to be minimal. This will be the renovation or build out of an existing facility in Gainesville or Alachua County unincorporated.	1	
Subtotal	//////////	12	
Social Impacts			
Employment of local labor pool	100% with 35 existing employees	2	
Employment of public assistance labor	Some	0	
Worker training programs vs. national norm for industry	Training is critical. FloridaWorks and Workforce Florida will be involved in the training and hiring of a local workforce. The company will apply for Quick Response Training with Santa Fe College being the fiscal agent.	2	
Worker benefits (insurance, retirement, childcare) vs. norm	Competitive benefits package includes healthcare (dental & vision), short and long term disability, group life insurance, 401(k) retirement package, vacation and sick leave.	2	
Minority Hiring and promotion history	Available service record of equal employment hiring.	2	
Minority management percentage	The Vice President of Sales is a minority.	1	
Expected employee use of public transportation	Some. Current location is downtown	1	
Expected employee use of air transportation	Above average. The CEO and sales force are constantly traveling to secure additional contracts and business development	1	
Consistency with County Vision and Comprehensive Land Use Plan	Yes. This is an innovative company that started and is growing right here in Alachua County using local talent and resources.	2	
Subtotal	//////////	13	
Environmental Impacts			
Effects on undeveloped, agricultural or habitat lands	Existing facility	2	
Energy efficiency vs. average for industry type	Will seek to participate in energy conservation programs through GRU	1	
Regulated air emissions (manufacturing and transportation, type and quality)	None	2	
Surface water quality and wetlands	Minimal usage/runoff	2	
Stormwater quality and wetlands	Minimal usage/runoff	2	
Water Supply aquifer (dewatering or contamination)	Minimal usage/runoff	2	
Water use efficiency vs. avg. for industry type	Consistent with office/manufacturing usage	1	
Wastewater generation vs. avg. industry type	Consistent with office/manufacturing usage	1	
Reclaimed wastewater re-use	None	0	
Hazardous materials generation, storage, transport, and disposal	None	2	
Potential for hazardous materials release	None	2	
Subtotal	//////////	17	
Total Score		42	

GENERAL PROJECT OVERVIEW

Prioria Robotics Inc
Name of Business

PRIORIA
Project Title or Code Name (1-5 word description)

FOR EFI USE ONLY		
Date Received	Date Revised	Date Completed
EFI Project Number		

Contact Enterprise Florida to discuss your project and application **before** submitting a formal proposal. The completed and signed application must be filed with:

The Atrium Building, Suite 201 • 325 John Knox Road
Tallahassee, Florida 32303
Phone: 850.298.6620 • Fax: 850.298.6659
http://www.eflorida.com/

GENERAL PROJECT OVERVIEW

1. BUSINESS INFORMATION

A. Legal Name of Applicant: Bryan da Frota
This should be the entity that will be party to the QTI agreement with the State of Florida. If multiple affiliates are involved in job creation and/or paying taxes, include an attachment listing affiliate name(s), Federal Employer Identification Number(s), Unemployment Compensation Number(s) and relationship to applicant.

B. Mailing Address: 104 N Main St, Ste 300
Street Address

Gainesville (*City*) FL (*State*) 32601 (*Zip Code*)

C. Name of Parent Company: Prioria Robotics Inc.

D. Primary Business Unit Contact: Bryan da Frota

Title: CEO

Mailing Address: 104 N Main St, Ste 300
Street Address

Gainesville (*City*) FL (*State*) 32601 (*Zip Code*)

Telephone: 352.505.2188 x101 **Fax:** 352.505.2189

Email: bryan.dafrota@prioria.com **Website:** www.prioria.com

E. Business Unit's Federal Employer Identification Number:
(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.) 03-0511012

F. Business Unit's Unemployment Compensation Number[1]: 2479900

G. Business Unit's Florida Sales Tax Registration Number: 11-8012906285-3

H. Will the business unit or its parent company have Federal Corporate Income Tax liability attributable to this project?

Yes ☐ No X

If yes, will there also be State Corporate Income Tax Liability attributable to this project? Yes ☐ No ☐

I. Is the business unit minority owned?

Yes ☐ No X If yes, explain:

J. What is the business unit's tax year (ex: Jan 1 to Dec 31)**:** Jan 1 to Dec 31

K. Has this business unit, or any related entities, applied for and/or been approved for State incentives in the past?

Yes ☐ No X If yes, explain: _____

2. PROJECT OVERVIEW

A. Which of the following best describes this business unit[2]:

☐ New business unit to Florida

---

[1] If multiple unemployment compensation reporting units or multiple worksites are involved, contact Enterprise Florida to discuss this structure or include an attachment listing the additional units and their relationship to the applicant. Business entities not disclosed here may not be party to or count toward the requirements of the contract with the State of Florida.

[2] Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

GENERAL PROJECT OVERVIEW

X Existing Florida business creating and / or retaining jobs[3].

40 If an expansion, how many jobs are currently in the expanding business unit?

B. How many individuals are employed at all Florida locations? 35

C. Are any jobs being transferred from other Florida locations[4]?

Yes ☐ No X If yes, how many jobs and from where? _____

Why are these jobs moving and why is it justified in light of the statutory language governing the applicable incentive program(s)?

D. Give a full description of this project, including a company overview, the primary activities / functions of this business unit and project, and the reasons for contemplating an expansion in / relocation to Florida:

Prioria Robotics is a leader in the development of real time advanced machine perception. Its flagship product is the Maveric® Unmanned Air Vehicle (UAV). Maveric® is the world's first 'smart' small UAV. Maveric® utilizes Prioria's proprietary processing platform, Merlin® to enable 'smart' real time decision making with very high processing power to weight ratios and significantly greater capabilities. The company has successfully concluded initial sales of Maveric® UAV's and Merlin® systems to highly regarded customers including domestic and international UAV military users and research establishments. Non-UAV Merlin® sales have been primarily to US based defense contractors. We have a need to expand due to the increased demand for our product and engineering services, requiring us to hire additional employees as our business grows. Prioria is currently located in Gainesville, but we are contemplating the possibility of a move to other cities in Florida and/or other southeastern states.

E. In what Targeted Industry(ies) does the proposed project operate?[5]: Defense/Homeland Security

F. Break down the project's primary function(s) and the corresponding wages:

Business Unit Activities	5 Digit NAICS Code(s)	Project Function (total = 100%)	Annualized Wage ($)
Engineering Services	541330	45%	$66,214
Manufacturing	336411	30%	$41,800
Administration/Sales/Marketing	551114	25%	$57,266

G. What is the project's proposed location address:

To Be Determined
Street Address

City *State* *Zip Code*

What is the project's current location address (if different):

104 N Main St, Ste 300
Street Address

Gainesville FL 32601
City *State* *Zip Code*

[3] A QTI Tax Refund award cannot be granted for existing Florida jobs.
[4] Incentives may not be used in connection with a project that involves the relocation of jobs from one Florida community to another except in certain circumstances as described in statute.
[5] Refer to the QTI Target Industry list.

C. **What other cities, states, or countries are being considered for this project?**
Tampa, Georgia, North Carolina, and Canada

D. **What advantages or incentives offered by these locations do you consider important in your decision?**
Advantages include build-out costs, subsidized rental rates, cash per job created, "One North Carolina Fund" offering extra cash incentives and tax credit incentives, as well as proximity to other industry-related businesses.

E. **What advantages or disadvantages offered by the proposed Florida location do you consider important in your decision?**
Advantages offered are quality of life, temperate climate, educated workforce, cost of living. Disadvantages are airport-size and transportation.

F. **Indicate any additional internal or external competitive issues impacting this project's location decision?**
Investors are pushing us to move to a more defense/technology-friendly business environment.

6. ECONOMIC IMPACT AND CORPORATE RESPONSIBILITY

A. **Provide a brief synopsis of the special impacts the project is expected to stimulate in the community, the state, and the regional economy.** Include the impact on indicators such as unemployment rate, poverty rate, and per capita income.

- Increase in local hires will have a positive effect on the unemployment rate; average annual wage of $67,000 will boost per capita income as this is more than $30,000 higher than Alachua County's average wage.
- This project will help the local commercial/industry real estate market by occupying existing properties that need a tenant or redevelopment, thereby increasing value to the local and state tax rolls. According to the Gainesville/Alachua County Council for Economic Outreach, for example, one of the properties under consideration in west Gainesville has been completely vacant since late 2007. The downtown facility option would be a redevelopment project in both a Community Redevelopment and Enterprise Zone.
- This project will reduce unemployment by creating primary jobs. The unemployment rate in Alachua County is now more than 8% (June 2011).

B. **Provide a summary of past activities in Florida and in other states.** For example, what kind of corporate citizen has the applicant been? Also list awards or commendations.
Board Member AUVSI, Member of NDIA, London's Global Soldier Technology Award Winner, Homeland Security Technology Award, Florida Trend Feature, Enterprise Florida Feature, North Florida Top 40 Under 40 Recognition, Member of Gainesville Chamber of Commerce, and these local charities: American Cancer Society, March of Dimes, Stop! Children's Cancer, Tyler's Hope-Children's Home Society, and Alachua County Emerging Leaders.

GENERAL PROJECT OVERVIEW

C. **List and explain any criminal or civil fines or penalties, recent or ongoing investigations and lawsuits, federal, state and/or local tax liens, and environmental issues that have been imposed upon the company, its executives, or its affiliates and any recent bankruptcy proceedings of the applicant or its parent company.** Failure to disclose relevant information may mean automatic disqualification. If there are no issues to be identified, answer "None". Do not leave this question blank.

None

D. **Provide any additional information you wish to be considered as part of this incentive application or items that may provide supplementary background information on your project or company.**

Please see attached Executive Summary.

7. CONFIDENTIALITY

A. **You may request that your project information (including information contained in this application) be confidential per F.S. 288.075, Confidentiality of Records for a 12 month period, with an additional 12 month extension available upon request for projects still under consideration.**

If you wish to request confidentiality for information contained within the General Project Overview to be held confidential pursuant to section 288.075, Florida Statutes, please submit to Enterprise Florida, Inc. a request on company letterhead and signed by an authorized company officer including the following statement:

"On behalf of (Legal Name of Applicant), please accept this letter as a request for all documents, records, reports, correspondence, conversations, applications, data and other sources of information concerning our business plans, interests, or intention to evaluate or locate in Florida as well as other trade secrets, identification, account, and registration numbers, and proprietary confidential business information be held confidential pursuant to section 288.075, Florida Statues for a period of 12 months after the date of receipt of this request for confidentiality or until the information is otherwise disclosed, whichever occurs first."

***** Be sure to attach the proper incentive attachment sheet(s) *****

Qualified Target Industry Tax Refund
Attachment to the General Project Overview

Prioria Robotics Inc.
Name of Business

FOR EFI USE ONLY		
Date Received	Date Revised	Date Completed
EFI Project Number		

Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

IMPORTANT NOTE: This application must be filed and the incentive approved ***prior*** to making the decision to expand an existing Florida business unit or to locate a new business unit in Florida.

*** * *Be sure to submit the General Project Overview and Local Support Resolution[1] following passage by the City / County* * ***

1. PROJECT EMPLOYMENT AND WAGE COMMITMENTS

A. What is the total number of net new full-time equivalent Florida jobs created by the project at the business unit[2]? 40

B. Provide the job creation schedule to which you commit: (Please limit the phases to a maximum of three consecutive years and job creation to no less than ten jobs in the first year).

Phase	Number of net new full-time equivalent Florida jobs created in the business unit	Date by which jobs will be created
I	8	12/31/12
II	15	12/31/13
III	17	12/31/14
Total	**40**	

C. For the purposes of certification, agreement, and claim review, indicate the average wage and corresponding threshold (percentage) to which you commit:
Check the relevant box (only one) and fill in the first field (wage commitment) and second field (county, state, or MSA used).

☐ $_____, which is at least 115% of the average wage in _____.

☐ $_____, which is at least 150% of the average wage in _____.

X $67,588, which is at least 200% of the average wage in Gainesville.

2. LOCAL FINANCIAL SUPPORT

A. Identify the local government(s) anticipated to provide local financial support[3]:
Alachua County and the City of Gainesville

B. Indicate the date(s) the QTI support resolution(s) is / are anticipated to be passed by the local government:
9/30/11

[1] Submit the resolution adopted by the local governing body recommending the applicant be approved as a QTI Business unit and indicating the amount of local financial support that has been committed. Resolution should clearly indicate waivers requested and justification for such waivers.
[2] Must be a minimum of 10 new jobs and a 10 percent increase in current business unit employment (if an existing Florida business).
[3] The total QTI award may not exceed five times the local financial support provided by the community. If the community has requested a local financial support waiver or the support is provided in the form of ad valorem tax abatement, the QTI award will be reduced by this amount.

Qualified Target Industry Tax Refund
Attachment to the General Project Overview

3. SIGNATURES

	8/4/11
Signature of Individual Completing this Attachment (if different from General Project Overview)	Date
Address (if different)	Phone Number (if different)
	8/4/11
Signature (Authorized Company Officer) REQUIRED	Date
Bryan da Frota, CEO	
Name and Title of Authorized Officer	

4. KEY QTI PROGRAM INFORMATION

- The tax refund claim form will be due by January 31st each year for the number of jobs on December 31st of the previous calendar year. Tax refunds paid per state fiscal year (July 1 – June 30) may not exceed 25 percent of the total tax refund award associated with the phase(s) scheduled.
- The total award will be equal to $3,000 ($6,000 in Enterprise Zones or Rural Counties) times the number of jobs reported in item 1A. Additional per job bonuses may be available; however, the QTI award may not exceed five times the local financial support paid by the community.
  - $1,000 per job if the average annual wage is at least 150% of the area's average; or $2,000 per job if the average annual wage is at least 200%.
  - $2,000 per job if the business falls within a designated high impact sector OR if the business increases exports of its goods through a seaport of airport in the state by at least 10 percent in value or tonnage in each year of receiving a QTI refund.
  - $2,500 per job if the project locates in a designated Brownfield area (Brownfield Bonus).
  - $1,000 per job if the local financial support is equal to the base QTI award.
- If in any year the applicant does not achieve the job creation schedule outlined in item 1C, but achieves at least 80% of the required net new jobs, the company will receive a pro-rated refund less a 5% penalty of the scheduled award amount for that year. **If job creation falls below 80% of the required jobs, the company will not receive a refund and will be terminated from the program. Similarly, if the average wage falls below the wage committed to in 1C, the company will not receive a refund and will be terminated from the program.**
- For an expanding Florida business unit:
  - Existing number of full-time equivalent Florida jobs must be maintained for the duration of the QTI agreement.
  - The average wage commitment should include wages paid for only the net new to Florida jobs, as shown on the unit's UCT-6 form. The applicant will be required to establish a tracking mechanism to distinguish between existing versus new jobs and employees filling those jobs. Contact Enterprise Florida for more information.
- QTI eligible jobs are those that are physically located within the State of Florida and located at the facility listed as the proposed location address in question 2G of the General Project Overview or subsequent QTI contract with the State of Florida. If any jobs will not be physically located at the proposed location address, contact Enterprise Florida to discuss the situation. Jobs that are paid out of the proposed location address facility but are not located at that facility or in the State of Florida are not considered net new jobs for QTI purposes.
- A qualified target industry business that fraudulently claims a refund under *288.106(2), Florida Statutes*:
  - Is liable for repayment of the refund to the account, plus a mandatory penalty in the amount of 200 percent of the tax refund which shall be deposited into the General Revenue Fund.
  - Is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- Qualified Target Industry Tax Refund: *Section 288.106, Florida Statutes*.

KANAPAHA COMMUNITY CENTER FUNDING OPTIONS

Available Funding:

WSPP	$ 1,272,558
Park Impact Fees	$ 599,484
General Fund/MSTU (318)	$ 296,228
Total	**$ 2,168,270**

Project Costs:

Kanapaha Community Center Budget:	$ 1,400,000
Base Cost Increase: (maintains bldg quality)	$ 133,463
Alternate 1: Driveway Modification	$ 13,717
Alternate 2: West Shade Structure	$ 27,655
Alternate 3: Additional Operable Partition (rooms B & C)	$ 11,936
Alternate 4: Quarry Tile Add	$ 3,946
Alternate 5: Spare Conduit to Memorial	$ 2,637
Alternate 6: Carpet tile in Lieu of Polished Concrete	$ (729)
Alternate 7: Base Bid Operable Partition (rooms A & B)	$ 6,922
Alternate 8: HVAC-Daikin VRF System	$ 25,998
First Soccer Field Lighting:	$ 244,544
Second Soccer Field Lighting:	$ 221,014
Total	**$ 2,091,103**

		WSPP	Park Impact Fees	General Fund/MSTU-Acct 318
Option 1	Maintain the community center budget of $1.4 million and install lights on two soccer fields using available Wild Spaces Public Places and Impact Fee revenue. **Cost: $1,865,558**	$ 1,272,558	$ 593,000	$ -
Option 2	Increase the community center budget by $133,463 for the base cost increase and install lights on one soccer field using Wild Spaces Public Places and Impact Fee revenue. **Cost: $1,778,007**	$ 1,272,558	$ 505,449	$ -
Option 3	Increase the community center budget by $133,463 for the base cost increase and install lights on two soccer fields using available Wild Spaces Public Places revenue, Impact Fee revenue, and General Fund/MSTU funds in Fund 318. **Cost: $1,999,021**	$ 1,272,558	$ 599,484	$ 126,979
Option 4	Increase the community center budget by $166,383 for the base cost increase and alternates 7 and 8, and install lights on one soccer field using available Wild Spaces Public Places revenue and Impact Fee revenue. **Cost: $1,810,927**	$ 1,272,558	$ 538,369	$ -
Option 5	Increase the community center budget by $166,383 for the base cost increase and alternates 7 and 8, and install lights on two soccer fields using available Wild Spaces Public Places revenue, Impact Fee revenue, and General Fund/MSTU funds in Fund 318. **Cost: $2,031,941**	$ 1,272,558	$ 599,484	$ 159,899
Option 6	Increase the community center budget by $226,277 for the base cost increase and alternates 1-5, 7 and 8, using available Wild Spaces Public Places revenue and Impact Fee revenue. Use the balance of WSPP and Impact Fee revenue to install lights on one soccer field. **Cost: $1,870,821**. (ROSCO recommended)	$ 1,272,558	$ 598,263	$ -
Option 7	Increase the community center budget by $226,277 for the base cost increase and alternates 1-5, 7 and 8, and install lights on two soccer fields using available Wild Spaces Public Places revenue, Impact Fee revenue, and General Fund/MSTU funds in Fund 318. **Cost: $2,091,832**.	$ 1,272,558	$ 599,484	$ 219,790

RESOLUTION 11-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO RECOGNIZE UNANTICIPATED REVENUE FROM THE WILD SPACES PUBLIC PLACES SALES TAX FOR THE KANAPAHA COMMUNITY CENTER CAPITAL PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wild Spaces Public Places sales tax generates funds for the Kanapaha Park Community Center Capital Project for the Board of County Commission; and,

WHEREAS, an increase to the Board of County Commission Fund is necessary to account for and administer unanticipated revenues received from the Wild Spaces Public Places sales tax including interest for the Kanapaha Community Center Capital Project;

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

1. That the fiscal year 2011 budget for the Board of County Commission Fund is hereby amended as reflected in the budget amendment attached hereto as Exhibit "A."
2. By adoption of this resolution and the attached budget amendment, The Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.
3. That this resolution shall take effect immediately upon its adoption.

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

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: Lee Pinkoson, Chair

ATTEST:

_____

J. K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

_____

(SEAL)

Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB ONLY	
OMB REFERENCE #	BC11-233
GROUP NUMBER	6756
PERIOD/DATE	11/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Park/Recreation Impact Fee	Public Works - Recreation	Improve Other Than Bldgs	339 - 4100 - 541 . 63 - 00		(538,369)
2	Park/Recreation Impact Fee	Public Works - Recreation	Building	339 - 4122 - 572 . 62 - 10		538,369
3	WSPP - Parks & Recreation	Non-Departmental	Miscellaneous Revenue	303 - 0000 - 361 . 10 - 37	149,278	
4	WSPP - Parks & Recreation	Public Works - Recreation	Miscellaneous Revenue	303 - 4100 - 361 . 14 - 10	20,000	
5	WSPP - Parks & Recreation	Public Works - Recreation	Building	303 - 4122 - 572 . 62 - 10		169,278
6	Parks and Recreation Capital	Public Works - Recreation	Building	318 - 4122 - 572 . 62 - 10		(296,228)
7	Parks and Recreation Capital	Capital Projects	Improve Other Than Bldgs	318 - 9000 - 572 . 63 - 00		296,228
8				- - . -		
9				- - . -		
10				- - . -		
11				- - . -		
12				- - . -		
13				- - . -		
14				- - . -		
15				- - . -		
16				- - . -		
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19				- - . -		
20				- - . -		
21				- - . -		
22				- - . -		

USE WHOLE DOLLARS ONLY.

	169,278	169,278
COMBINED TOTAL		338,556

PERFORMANCE RESULTS: Corrected budgetamendment to align with staff recommended Option 4 on Kanapaha Community Center agenda item for the Board's 8/23/11 Regular Meeting.

E. John Brower
PREPARED BY:

JB
ANALYST

Suzanne Gable
ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne Gable
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

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	Misc Revenue & Donations	Community Support Services	Misc Revenue	167-2957-366.00-00	3,307	
2	Misc Revenue & Donations	Community Support Services	Travel & Per Diem	167-2957-564.40-12		3,307
3						
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USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 3,307 | 3,307

COMBINED TOTAL: 6,614

REASON FOR AMENDMENT: To establish budget for unanticipated revenue received from a donation for the RSVP program.

Julie Thompson ext 6709
PREPARED BY:

Bonnie E. Hinson 8/10/11
ELECTED OFFICIAL OR DEPARTMENT HEAD

ANALYST

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

#47

5. EXTENSION OF CLOSING DATE:

(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION: Unless otherwise stated herein, Seller shall at Closing, have removed all personal items and trash from the Property and shall deliver occupancy and possession, along with all keys, garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

7. ASSIGNABILITY: (CHECK ONE) Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. FINANCING:

☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.

☒ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☒ FHA ☐ VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: **(CHECK ONE)**: ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of **$79,000.00** or _____ % of the Purchase Price, at an initial interest rate not to exceed **5.5** % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of **30** years ("Financing").

Buyer's initial

Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

5. EXTENSION OF CLOSING DATE:

(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

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☒ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☒ FHA ☐ VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: **(CHECK ONE)**: ☒ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of **$64,000.00** or _____ % of the Purchase Price, at an initial interest rate not to exceed **5.5** % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of **30** years ("Financing").

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☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

sales tax

Draft Project List Based on Proposed Ranking Methodology
August 23, 2011

RANK	SEGMENT	ROAD NO	FROM	TO	COST
	0	206 NW 16 AV	NW 34 ST (SR 121)	NW 13 ST (US 441)	$ 4,003,606.22
	0	43 NW 23 AV	NW 55 ST	NW 43 ST	$ 1,607,569.29
	0	179 SW 91 ST/ NW 91 ST	SW 8 AV	W NEWBERRY RD	$ 933,851.35
	0	205 NW 16 BLVD	NW 43 ST	NW 34 ST (SR 121)	$ 2,235,546.59
	0	528 SW 62 AV/ 63 BLVD	SW WILLISTON RD	SW ARCHER RD	$ 1,406,628.94
Funded	0	16 NW COUNTY RD 231	N STATE ROAD 121	W STATE ROAD 235	$ 6,103,283.49
	0	27 S COUNTY ROAD 325 / E CR 325	SE US HIGHWAY 301	SE COUNTY RD 346	$ 7,247,478.97
	0	174 SW 61 ST / SW 8 AV	SW 20 AV	CASTLEGATE	$ 440,983.23
	0	686 COUNTRY CLUB ESTATES	McTSH GRNT	0	$ 879,255.92
	0	689 PRAIRIE BLUFF	McTSH GRNT	0	$ 140,805.47
	0	173 SW 8 AV	SW 75 ST	SQUIRE DR	$ 259,258.39
	1	203 NW 43 ST	W NEWBERRY RD	NW 53 AV	$ 6,749,597.48
Partially	2	54 NW COUNTY RD 235 / NW 140 ST	NW 78 AV	NW 143 PL / CR 2054	$ 6,581,929.07
Funded	3	2 NW CR 236	NW US 441	I-75	$ 3,780,432.00
	4	53 NW COUNTY RD 235 / NW 242 ST	W NBERRY RD / SR 26	NW 78 AV	$ 5,659,588.20
	5	15 SW 282/266 ST(CR 337)	LEVY CL	W NEWBERRY RD	$ 7,521,603.42
	6	303 NW 69 TER	W NEWBERRY RD	NW 11 PL	$ 286,393.58
	7	533 W UNIV AV	SW 75 ST	EAST END	$ 413,963.58
	8	207 NW 16 AV	NW 13 ST (US 441)	NE 2 ST	$ 1,688,403.31
	9	209 N MAIN ST	NW 23 AV	NW 39 AV	$ 1,050,008.98
	10	34 NW 53 AV	NW 34 ST / SR 121	NW 13 ST / US 441	$ 1,262,845.19
	11	201 SW 75 ST	SW 8 AV	W UNIVERSITY AV	$ 942,494.91
	12	536 NW 27 AV	NW 55 ST	NW 51 ST	$ 326,011.19
	13	43 NW 23 AV	NW 83 St	NW 55 ST	$ 1,586,636.91
	14	39 NW 43 ST	NW 53 AV	NW 13 ST / US 441	$ 3,226,345.63
	15	31 MILLHOPPER RD / NW 53 AV	NW 143 ST	NW 43 ST	$ 6,564,026.91
	16	201 SW 75 ST	N OF PUBLIX	SW 8 AV	$ 2,575,637.52
	17	20 SE COUNTY RD 234 (BEVILLE BP)	MARION CL	S US HIGHWAY 441	$ 2,520,395.40
	18	407 NW 58 TER	MP 0.28	NW 218 AV	$ 164,519.35
	19	201 SW 75 ST	SW ARCHER RD	N OF PUBLIX	$ 534,595.59
	20	598 SW 91 ST	SW ARCHER RD	SW 24 AV	$ 3,701,335.32
	21	52 NW 83 ST	NW 23 AV	NW 39 AV / SR 222	$ 1,492,212.31
	22	126 NW 170 ST	W NEWBERRY RD	NW 32 AV	$ 1,712,355.95
	23	159 SW 34 ST / SW 63 AV (CR 23)	SW 13 ST (US 441)	S OF FARM B.	$ 1,583,967.53
	24	208 NE 16 AV	NE 2 ST	NE WALDO RD	$ 885,541.02
	25	417 NW 59 DR	NW 120 LN	NW 156 AV	$ 1,385,162.62
	26	124 SW 75 ST	SW 75 WAY	SW ARCHER RD	$ 1,838,030.92
	27	178 FT CLARKE BLVD	W NEWBERRY RD (SR 26)	NW 23 AV	$ 1,479,278.19
	28	486 SE 101 AV	HOLDEN PK RD	PUTNAM CL	$ 335,839.12
	29	326 SW 75 WAY	SOUTH END	SW 75 ST	$ 748,967.45
	30	24 SE COUNTY RD 234	SE COUNTY RD 2082	SE HAWTHORNE RD	$ 616,344.99
	31	33 NW 53 AV	NW 43 ST	NW 34 ST / SR 121	$ 1,566,844.20
	32	523 SW 35 DR	SOUTH END	SW WILLISTON RD	$ 565,206.49
	33	105 NW 32 AV	NW 186 ST	NW 143 ST	$ 2,359,874.25
Estimated	34	607 DELOACH S/D	12-09-17	0	$ 230,383.50
Limit for a	35	127 NW COUNTY RD 237	NW US HIGHWAY 441	W STATE RD 235	$ 3,538,520.39
Half-Cent for	36	113 NW COUNTY RD 235 A	NW US HIGHWAY 441	NW COUNTY RD 236	$ 4,812,831.45
10 Years	37	574 NW 11 PL	NW 69 ST	TOWER HILL INS.	$ 157,322.63
	38	7 NW 78 AVE	Gilchrist	NW STATE ROAD 45	$ 2,771,780.10
	39	111 NW 94 AV	NW STATE ROAD 41	NW COUNTY RD 235	$ 3,751,521.57
	40	133 NE 1 ST/ CHOLOKA BLVD	US HIGHWAY 441	NE 2 AV	$ 410,451.46
	41	14 SW 170 ST	SW STATE ROAD 45	W NEWBERRY RD	$ 6,876,040.53
	42	150 NE COUNTY RD 1471	NE US HIGHWAY 301	BRADFORD CL	$ 5,088,004.00

Draft Project List Based on Proposed Ranking Methodology
August 23, 2011

RANK	SEGMENT	ROAD NO	FROM	TO	COST
43	13	SW 170 ST/ 134 AV/ 132 LN	LEVY	SW STATE ROAD 45	$ 3,009,712.44
44	30	E UNIV AV/ LAKESHORE DR	SE HAWTHORNE RD	NE STATE ROAD 26	$ 3,474,319.67
45	211	NW 75 ST	W UNIVERSITY AV	W NEWBERRY RD	$ 816,575.96
46	135	SE COUNTY RD 346	S US HIGHWAY441	S COUNTY RD 325	$ 4,666,080.71
47	23	SE COUNTY RD 234 / NE 1 ST	US HIGHWAY 441	SE COUNTY RD 2082	$ 5,884,934.15
48	141	SE COUNTY RD 2082 / SE 69 AV	SE 152 ST	SE US HIGHWAY 301	$ 5,280,722.48
49	739	KENWOOD	17-10-19	0	$ 1,317,916.77
50	411	NW 156 AV	NW 103 TER	NW COUNTY RD 237	$ 1,149,668.50
51	25	SE COUNTY RD 234	SE HAWTHORNE RD	E COUNTY RD 1474	$ 3,193,475.08
52	787	ROBINSON HEIGHTS	16-10-20	0	$ 375,108.00
53	151	NE CR 1475/ NE 148 AV/COLE ST	NE WALDO RD	BRADFORD CL	$ 5,056,352.60
54	123	NW 46 AV	NW COUNTY RD 235	NW 186 ST	$ 1,494,646.13
55	419	NW 120LN / NW 126 AV	MP 0.278	NW US HIGHWAY 441	$ 832,190.10
56	761	NW 164 LN	08-08-18	0	$ 49,939.75
57	365	NW 138 AV	NW 195 ST	NW 173 ST	$ 541,986.58
58	36	SE 43 ST	SE HAWTHORNE RD	E UNIVERSITY AV /SR 26	$ 1,047,935.47
59	371	NW 170 LN	NW US HIGHWAY 441	NW 188 ST	$ 483,913.80
60	8	NW 78 AVE	NW STATE ROAD 45	NW CR 235	$ 3,182,869.09
61	541	NW 23 AV	WEST END	NW 98 ST	$ 240,333.75
62	501	SE COUNTY RD 225	SE 185 AV	SE COUNTY RD 346	$ 1,158,995.37
63	155	NW 98 ST	W NEWBERRY RD	NW 39 AV	$ 1,117,360.66
64	0	S MAIN STREET	SR 331	S DEPOT AVENUE	$ 4,534,516.17
65	128	SW COUNTY RD 346	SW US HIGHWAY 45	SW WILLISTON RD	$ 6,550,498.10
66	120	SW 46 AV	SW 202 ST	SW 170 ST	$ 1,710,636.72
67	320	SW 103 AV	SW 170 ST	EAST END	$ 542,163.10
68	166	NW 23 AV	FORT CLARKE BLVD	NW 83 ST	$ 202,259.58
69	423	NW 234 AV	N STATE ROAD 121	NW COUNTY RD 1493	$ 800,803.58
70	680	SAVANNAH PLACE	27-09-19	0	$ 59,023.36
71	175	NW 226 ST/ NW102 AV/ NW 234 ST	NW 94 AV	NW 110 AV	$ 1,304,495.39
72	21	CR 1475/ COLE ST	NE WALDO RD / SR 24	NE US HIGHWAY 301	$ 147,337.15
73	29	SE/NE COUNTY RD 219A	SE US HIGHWAY 301	NE STATE ROAD 26	$ 5,764,936.99
74	28	S COUNTY RD 325	SE COUNTY RD 346	SE HAWTHORNE RD	$ 4,297,212.81
75	147	E COUNTY RD 1474	NE US HIGHWAY 301	NE/SE COUNTY RD 219A	$ 1,591,332.89
76	775	BARRINGTON PL	28-09-19	0	$ 84,554.40
77	10	NW 143 ST	W NBERRY RD	NW 39 AVE	$ 1,143,472.20
78	157	SW/ NW 122 ST	SW 24 AV	W NEWBERRY RD	$ 705,909.46
79	110	NW 202 ST	NW CR 2054	NW US HIGHWAY 441	$ 2,513,940.09
80	509	NW 110 AV	NW STATE ROAD 45	NW 234 ST	$ 515,368.64
81	118	NW 94 AV	NW COUNTY RD 235	NW 143 ST	$ 2,539,724.09
82	378	NW 210 LN	MP 0.365	SANTA FE RIVER	$ 123,461.94
83	785	PARK AV RESIDENTIAL	33-09-19	0	$ 159,445.43
84	331	SE 15 AV	SE 27 AV	SE 32 ST	$ 261,323.40
85	456	NE 225 ST / NE 69 AV	NE STATE ROAD 26	NORTH END	$ 518,972.62
86	425	NW 177 AV	N STATE RD 121	MP 0.516	$ 279,197.76
87	481	SE 179 ST	SOUTH END	SE COUNTY RD 2082	$ 122,535.20
88	164	SW 91 ST	SW 24 AV	SW 8 AV	$ 559,893.49
89	112	NW 173 ST / COUNTY RD 235 A	NW COUNTY RD 235	NW US HIGHWAY 441	$ 1,630,933.91
90	9	NW 78 AVE	NW CR 235	NW 143 ST	$ 2,791,035.23
91	125	SW 30 AV	SW 202 ST	SW 170 ST	$ 1,742,539.51
92	467	SE 16 AV	BOAT RAMP	SE COUNTY RD 234	$ 430,623.71
93	746	GREENLEAF	21-10-19	0	$ 531,704.40
94	413	NW 188 ST	NW 151 AV	NW US HIGHWAY 441	$ 594,347.21
95	356	NW 109 LN	SOUTH END	NW 143 ST	$ 771,765.82

Estimated Limit for a Full-Cent for 10 Years

Draft Project List Based on Proposed Ranking Methodology
August 23, 2011

RANK	SEGMENT	ROAD NO	FROM	TO	COST
96	665	CREEK PARK EST	01-10-20		0 $ 260,251.85
97	672	DEVONSHIRE HILLS	11-10-20		0 $ 448,028.49
98	137	SE / SW WACAHOOTA RD	S US HIGHWAY 441	SW WILLISTON RD	$ 5,617,948.86
99	338	NW 15 PL	FT CLARK BLVD	EAST END	$ 308,439.01
100	26	NE COUNTY RD 234	E COUNTY RD 1474	NE STATE ROAD 26	$ 3,061,480.92
101	815	WEST END ESTATES		0	0 $ 242,868.43
102	131	NW 156 AV	N STATE ROAD 121	NW COUNTY RD 231	$ 2,233,078.65
103	716	N FL REG. DOCTOR'S PK	33-09-19		0 $ 169,987.28
104	555	NW 76 BLVD	W NEWBRY RD	NORTH END	$ 469,095.48
105	554	NW 91 EXT	NORTH RD (SFCC)	NW 39 AV	$ 199,618.11
106	37	SE 15 ST (CR 2043)	SE HAWTHORNE RD	SE 41 AV	$ 2,043,549.03
107	639	KIMBERLY WOODS	27-09-19		0 $ 310,655.05
108	715	WEST HILLS	33-09-19		0 $ 398,342.30
109	682	SHADY LAWN EST	12-10-20		0 $ 173,940.47
110	138	SE COUNTY RD 2082	SE HAWTHORNE RD	SE COUNTY RD 234	$ 1,670,899.54
111	644	WYNDWOOD HILLS	28-09-19		0 $ 329,762.15
112	625	EDGECLIFF	LEVY GRANT		0 $ 479,130.49
113	676	SPRINGHILL	15-10-20		0 $ 41,179.09
114	735	SUGARFOOT OAKS	09-10-19		0 $ 433,862.89
115	690	DONNA RAY ESTS	MAKEY HDSN		0 $ 19,107.10
116	455	NE 221 ST	NE STATE ROAD 26	NE 69 LN	$ 252,684.80
117	653	SPRING MEADOWS	07-09-21		0 $ 153,346.39
118	805	CRANE SONG	33-08-22		0 $ 38,630.53
119	129	SW 91 ST,137 AV (CR 346 A)	SW COUNTY RD 346	SW WILLISTON RD	$ 3,268,554.85
120	305	NE 63 AV (TRANSFER STA. RD)	NE WALDO RD	EAST END	$ 385,108.69
121	547	NE 77 AV	N COUNTY RD 225	NE 56 TER	$ 674,509.94
122	645	HICKORY WOODS	28-09-19		0 $ 154,174.51
123	557	NW 121 TER	W STATE ROAD 235	NORTH END	$ 109,149.00
124	718	PINE WOODS	34-09-19		0 $ 227,584.18
125	117	NW COUNTY RD 239	NW COUNTY RD 236	N STATE ROAD 121	$ 2,714,121.36
126	744	ARROWHEAD	29-10-19		0 $ 318,393.91
127	679	SHADY LANE	10-11-18		0 $ 176,636.68
128	548	NE 27 AV	NE 39 AV	NE 55 BLVD (SR 26)	$ 629,300.19
129	717	WEST PARK	34-09-19		0 $ 269,825.82
130	158	SW 24 AV	SW 122 ST	SW 75 ST	$ 1,709,443.28
131	752	HAILE PLANTATION	18,19,20-10-19		0 $ 9,057,093.68
132	774	MALIBU FARMS	11-09-18		0 $ 124,289.52
133	464	NE 8 TER	SOUTH END	NE 192 AV	$ 66,416.14
134	668	KINCAID S/D	11-10-20		0 $ 556,503.51
135	142	SE 152 ST	SE COUNTY RD 2082	SE HAWTHORNE RD	$ 666,703.15
136	108	NW 143 PL / RACHAEL BLVD	NW 140 ST	NW US HIGHWAY 441	$ 1,735,530.80
137	106	NW COUNTY RD 2054 / NW 234 ST	NW 110 AV	NW 173 ST / CR 235 A	$ 4,289,328.01
138	521	NW 171 TER	NW 94 AV	NORTH END	$ 271,842.80
139	670	McRAE MANOR	11-10-20		0 $ 28,331.21
140	544	SE 35 ST	SOUTH END	SE HAWTHORNE RD	$ 2,304,437.06
141	18	N COUNTY RD 225 / E CR 225	NE 156 AV	NE US HIGHWAY 301	$ 4,194,975.46
142	498	SE 219 AV	SE US HIGHWAY 301	SE 201 TER	$ 60,701.97
143	813	LAKE BONNET EST	10-09-22		0 $ 300,534.29
144	624	CROSS CREEK MOBILE HOME EST	36-11-21		0 $ 85,099.13
145	107	NW PEGGY RD / CR 2054	NW 173 ST / CR 235 A	NW 140 ST / W SR 235	$ 1,930,698.52
146	136	SE 203 / 201 ST	SE US HIGHWAY 301	SE US HIGHWAY 301	$ 1,397,736.33
147	56	SE 59 LN / VETERANS WAY	S US HIGHWAY 441	S US HIGHWAY 441	$ 369,623.64
148	626	PRAIRE SOUTH	LEVY GRANT		0 $ 402,457.29

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RANK	SEGMENT	ROAD NO	FROM	TO	COST
149	527	SW 41 PL	SW 75 ST	SW 63 BLVD	$ 293,208.15
150	710	OAKCREST S/D	31-09-19		0 $ 801,180.37
151	683	MCNEIL / JACKS 2	12-10-20		0 $ 122,548.97
152	599	SW 46 BLVD	WEST END	SW 75 ST	$ 1,761,178.05
153	771	BLUES CREEK	10-09-19		0 $ 251,658.28
154	655	COPELAND	30-09-21		0 $ 99,263.65
155	695	BURRITT ESTS	NAPIER GRNT		0 $ 218,626.38
156	605	FARNSWORTH S/D	29-09-18		0 $ 256,976.97
157	116	NW COUNTY RD 239	N STATE ROAD 235	NW COUNTY RD 236	$ 4,711,602.54
158	673	DEVANWOOD	11-10-20		0 $ 31,296.11
159	615	LAKE ALTO ESTS	19-08-22		0 $ 140,525.53
160	589	SW 43 ST	SR 24	NORTH END	$ 124,263.20
161	38	SE 27 ST / SE 41 AV (CR 2043)	MP 1.346	SE HAWTHORNE RD	$ 4,697,132.21
162	159	SW 34 ST / SW 63 AV (CR 23)	S OF FARM B.	SW WILLISTON RD	$ 373,773.19
163	134	SE 165 AV / SE TUSCAWILLA RD	NE 2 AV	S US HIGHWAY 441	$ 905,202.60
164	687	FAIRWAY ESTS	McTSH GRNT		0 $ 50,073.77
165	144	SE 24 AV	SE 163 ST	SE 171 ST	$ 276,377.06
166	418	NW 262 AV	NW COUNTY RD 1491	MP 0.038	$ 21,520.89
167	115	N / W COUNTY RD 1491	MP 1.349	NW COUNTY RD 241	$ 3,711,823.79
168	732	WESTWOOD	08-10-19		0 $ 319,879.17
169	724	SUNNINGDALE	05-10-19		0 $ 795,873.37
170	792	TOWER HILL	05-09-19		0 $ 251,938.21
171	821	NW 154 ST	SR 26 N R/W	MP 162+46	$ 316,912.54
172	736	TOWER OAKS	09-10-19		0 $ 796,460.66
173	149	NE CR 1469 / NE 114 AV	NE STATE ROAD 26	NE US HIGHWAY 301	$ 4,988,446.43
174	816	COBBLEFIELD	08-10-19		0 $ 1,319,652.56
175	474	SE 41 LN	SE US HIGHWAY 301	SE 245 ST	$ 1,363,178.37
176	160	NW 186 ST	NW 32 AV	NW 46 AV	$ 871,651.07
177	628	HILLS OF SANTA FE	30-09-19		0 $ 497,772.84
178	102	NW 298 ST	MP 2.984	NW 182 AV	$ 3,286,539.26
179	604	FLETCHER'S MILL	36-09-19		0 $ 528,464.98
180	671	CHULA VISTA	26-09-19		0 $ 38,543.63
181	542	NW 92 CT/ NW 36 PL	NW 91 ST	NW 39 AV	$ 308,090.93
182	499	SE 219 AV	SE 201 TER	MARION CL	$ 1,539,674.17
183	163	HOLDEN PK RD / SE 75 AV	SE US HIGHWAY 301	PUTNAM CL	$ 3,009,517.16
184	324	SW 143 ST	SW 15 AV	W NEWBERRY RD	$ 355,600.57
185	772	PARK AVE OFFICE	34-09-19		0 $ 159,363.08
186	4	NW CR 236	NW CR 241	NORTH SR 121	$ 2,246,573.74
187	810	SOUTH POINT	36-09-18		0 $ 776,143.48
188	614	SEMINOLE WOODS	25-08-19		0 $ 525,011.24
189	820	WEATHERLY		0	0 $ 250,368.86
190	646	VILLAGES OF SANTA FE	29-09-19		0 $ 408,139.90
191	824	CHARLESTON	16-09-18		0 $ 338,292.44
192	622	LOCHLOOSA	27-11-22		0 $ 157,209.44
193	734	WOODLANDS	08-10-19		0 $ 275,076.32
194	122	NW 202 ST	W NBERRY RD	NW 46 AV	$ 2,762,571.53
195	640	TIMBERWAY	27-09-19		0 $ 196,671.33
196	661	JOCKEY CLUB	02-10-18		0 $ 424,638.77
197	12	NW 140 ST	NW 109 LN	NW CR 235	$ -
198	728	ROYAL OAKS	07-10-19		0 $ 208,156.95
199	669	HAMMOCK OAKS	11-10-20		0 $ 95,148.66
200	784	ROLLING K	17-11-19		0 $ 137,334.32
201	780	BROADMOOR	31-09-19		0 $ 917,470.12

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RANK	SEGMENT	ROAD NO	FROM	TO	COST
202	812	LAKE FOREST GLEN	02-10-20		0 $ 120,572.37
203	524	SW 41 BLVD	SW WILLISTON RD	SW ARCHER RD	$ 727,251.89
204	808	BROOKFIELD	30-09-19		0 $ 491,843.05
205	450	NE 101 AV	NE COUNTY RD 1469	E END	$ 137,288.56
206	534	SE 149 PL	WEST END	SE US HIGHWAY 301	$ 265,501.71
207	351	NW 97 BLVD	S END	NW 39 AV	$ 226,925.59
208	657	LAKESHORE/GATHERCOLE-DAVIS	06-10-21		0 $ 538,587.91
209	643	HEATHERWOOD	27-09-19		0 $ 175,917.07
210	153	NE 192 AV	NW COUNTY RD 231	NE 21 ST	$ 1,333,936.83
211	642	TIMBERLANE	27-09-19		0 $ 194,035.87
212	766	QUAIL RIDGE	28-09-19		0 $ 86,218.85
213	666	GREEN ACRES	01-10-20		0 $ 247,733.40
214	726	HAMILTON HEIGHTS	06-10-19		0 $ 1,019,923.69
215	114	N COUNTY RD 1491	NW COUNTY RD 236	MP 1.349	$ 687,111.13
216	750	OAKS OF KANAPAHA	22-10-19		0 $ 130,455.36
217	445	NE 132 AV	NE COUNTY RD 1471	EAST END	$ 655,722.58
218	451	NE 100 AV	NE COUNTY RD 1469	BUDDYS LDG	$ 129,346.25
219	319	SW 177 ST	SW 46 AV	MP 0.749	$ 385,625.49
220	154	NW COUNTY RD 1493	N STATE ROAD 121	BRADFORD CL	$ 2,500,355.83
221	608	CADILLAC FARMS	05-09-18		0 $ 124,093.56
222	600	SW 179 AV	SW 1 ST	MP 0.170	$ 107,038.10
223	620	LAKE LOCHLOOSA SHORES	21-11-22		0 $ 573,971.23
224	811	CARRIAGE HOUSE LN (SW 73 TERR)	01-10-19		0 $ 22,730.86
225	462	NE 191 TER	NE COUNTY RD 1474	MP 0.463	$ 238,377.30
226	656	COCO PLUM EST	30-09-20		0 $ 120,930.34
227	454	NE 168 TER	NE STATE RD 26	NE US HIGHWAY 301	$ 190,378.31
228	613	SOUTHERN COMFORT	08-09-18		0 $ 117,827.82
229	449	NE 111 AV	NE COUNTY RD 1469	EAST END	$ 217,268.30
230	806	HICKORY FOREST	29-10-19		0 $ 510,620.71
231	143	SE 171 ST	SE HAWTHORNE RD	SE 24 AV	$ 1,113,050.68
232	635	BLACK OAKS	27-09-19		0 $ 316,914.27
233	809	MONTEOCHA CREEK	22-08-20		0 $ 260,000.23
234	696	IDYLWILD	NAPIER GRNT		0 $ 410,379.35
235	632	ROBINLANE	20-09-19		0 $ 483,607.23
236	634	RUSTLEWOOD	22-09-19		0 $ 168,669.55
237	796	WELLINGTON PL	25-09-18		0 $ 673,799.72
238	722	CEDAR RIDGE(GORDON MANOR)	04-10-19		0 $ 374,894.43
239	606	CADILLAC EST	13-09-17		0 $ 130,168.07
240	537	NW 55 ST	NW 23 AV	NW 27 AV	$ 183,436.15
241	130	NW 156 AV	NW COUNTY RD 237	N STATE ROAD 121	$ 1,231,574.96
242	132	NW 156 AV / NE 156 AV	NW COUNTY RD 231	N COUNTY RD 225	$ 1,975,762.85
243	684	GREEN GROVE	12-10-20		0 $ 346,563.22
244	11	NW 143 ST/140 ST	NW 39 AVE	NW 109 LN	$ -
245	706	WEST END GOLF VIEW EST	02-10-18		0 $ 285,445.99
246	730	QUAIL HOLLOW	07-10-19		0 $ 286,369.76
247	638	BENWOOD ESTATE	27-09-19		0 $ 483,607.23
248	708	LEEAIRE ESTS	36-10-18		0 $ 558,267.08
249	652	FAIRBANKS	12-09-20		0 $ 346,275.07
250	685	EASTWOOD MEADOWS	12-10-20		0 $ 102,783.01
251	711	MEADOW WOOD	33-09-19		0 $ 248,579.03
252	664	FOREST LAKE EST	01-10-20		0 $ 78,404.99
253	663	RUTHLAND	01-10-20		0 $ 66,215.98
254	788	AVALON	08-10-19		0 $ 844,496.88

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RANK	SEGMENT	ROAD NO	FROM	TO	COST
255	705	PARKER RD SD	01-10-18		0 $ 63,544.42
256	659	LAKE RIDGE	01-10-20		0 $ 316,042.49
257	641	NW 27 AV	NW 51 ST	CITY LIMITS	$ 38,838.04
258	616	BLUEBERRY BAY	28-08-22		0 $ 218,318.46
259	692	SERENOLA ESTS	SENOL PLTN		0 $ 172,293.31
260	688	SOCIAL SQUARE	McTSH GRNT		0 $ 46,188.67
261	751	VALWOOD	20-10-19		0 $ 1,111,176.55
262	629	HAUFLER ESTATES	30-09-19		0 $ 242,980.41
263	836	ELLIS PARK	31-09-19		0 $ 336,707.69
264	801	OAKLEIGH	11-10-18		0 $ 147,284.78
265	763	MISTY HOLLOW	28-09-19		0 $ 129,137.62
266	743	BROKEN ARROW BLUF	22-10-19		0 $ 76,428.39
267	152	NE 21 ST	NE 156 AV	NE 192 AV	$ 1,303,767.02
268	469	E COUNTY RD 1474	SE COUNTY RD 219A	PUTNAM CL	$ 1,146,550.51
269	803	MONTEOCHA HIGHLANDS	14&15-08-20		0 $ 193,539.50
270	148	NE COUNTY RD 1469 / NE 45 PI	NE COUNTY RD 219A	NE STATE ROAD 26	$ 2,027,303.84
271	502	NW 51 ST	NW 39 AV	N END	$ 137,398.96
272	145	SE 163 ST	SE 24 AV	E COUNTY RD 1474	$ 989,138.94
273	713	MAUTZ S/D	33-09-19		0 $ 279,931.34
274	654	SHERWIN ACRES	06-09-21		0 $ 165,271.47
275	601	BUCK RIDGE WEST	27-09-19		0 $ 182,697.89
276	760	KANAPAHA HIGHLANDS	31-10-19		0 $ 621,273.96
277	797	BUCK RIDGE	27-09-19		0 $ 183,301.85
278	675	MELTON MANOR	15-10-20		0 $ 41,179.09
279	749	CAMBRIDGE FOREST		0	0 $ 770,323.50
280	770	SUMMIT OAKS	29-09-19		0 $ 376,541.60
281	779	FAIRFIELD	08-10-19		0 $ 338,821.55
282	556	NW 202 ST	MP 0.244	NW COUNTY RD 236	$ 103,364.05
283	621	PARKER PLACE	14-10-18		0 $ 649,311.88
284	459	NE 211 DR	NE COUNTY RD 1469	MP O.057	$ 16,756.97
285	508	NW 97 BLVD	NW 39 AV	NORTH END	$ 156,808.32
286	754	NW 10TH PL	33-09-19	(IMPERIAL PK)	$ 63,168.72
287	741	WINDWARD MEADOWS	18-10-19		0 $ 803,371.50
288	794	RICHMOND	28-09-19		0 $ 516,550.50
289	800	WOODMEADOWS	13-08-19		0 $ 115,149.92
290	209	N MAIN ST	NW 8 AV	NW 16 AV	$ -
291	783	NORTHRIDGE	29-09-19		0 $ 445,063.60
292	733	SUNRISE	08-10-19		0 $ 140,224.84
293	627	COUNTRYSIDE	25-09-18		0 $ 785,367.60
294	725	WESTCHESTER MANOR	05-10-19		0 $ 489,537.02
295	791	HOLLY HILLS / NW 128 TER	26-09-18		0 $ 30,917.63
296	793	RESERVE, THE	08-10-19		0 $ 159,774.87
297	571	NE 7 AV	NE COUNTY RD 234	WEST END	$ 183,444.74
298	742	RICELAND	22-10-19		0 $ 199,820.40
299	762	VILLAS OF WEST END	35-09-18 & 2-10-18		0 $ 458,735.06
300	777	HAYES GLEN	12-10-18		0 $ 489,326.28
301	790	SHENANDOAH	32-09-19		0 $ 161,745.46
302	714	UNIVERSITY ACRES	33-09-19		0 $ 497,829.90
303	357	SCHOOLHOUSE RD	SW 91 ST	SW 24 AV	$ 129,875.67
304	631	DEER RUN	15-09-19		0 $ 1,129,954.22
305	786	HUNTER'S GLEN	22-09-19		0 $ 129,137.62
306	667	PENNINGTON	02-10-20		0 $ 110,524.44
307	611	QUARRIES	07-10-19		0 $ 124,254.79

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RANK	SEGMENT	ROAD NO	FROM	TO	COST
308	773	BELLAMY RD EST	18-07-18		0 $ 162,548.83
309	765	GATOR GET AWAY	16-11-19		0 $ 190,374.70
310	723	BUCKINGHAM	05-10-19		0 $ 1,304,882.99
311	768	LAKSEHORE GARDEN	11-11-22		0 $ 397,011.59
312	745	PRAIRIE OAKS	03-11-19		0 $ 88,638.66
313	681	KREFTWOOD EST	12-10-20		0 $ 236,532.69
314	633	EMERALD WOODS	21-09-19		0 $ 825,887.82
315	618	MELROSE	13-09-22		0 $ 475,211.45
316	612	SANDY ACRES	18-08-18		0 $ 388,539.67
317	55	SE 16 AV	SOUTH END	SW WILLISTON RD	$ 62,454.65
318	753	AUTUMN WOODS	27-09-19		0 $ 104,787.06
319	497	SE 13 PL	SE 27 ST	EAST END	$ 83,862.59
320	776	IVY PARK	15-09-18		0 $ 121,309.10
321	415	NW 128 LN	NW 59 DR	MP 0.216	$ 76,200.12
322	767	MARMADUKE WEST	17-09-19		0 $ 161,477.67
323	755	NW 235 TER (TRI CITY OAKS)	34-08-17		0 $ 47,398.92
324	747	TOWER VILLAGE	21-10-19		0 $ 343,927.76
325	740	GRAND VIEW EST	17-10-19		0 $ 55,164.84
326	674	GREENTREE VILLAGE	11-10-20		0 $ 183,494.02
327	737	WESTPOINT	09-10-19		0 $ 75,769.52
328	410	NW 218 AV	NW 58 TER	N STATE ROAD 121	$ 52,387.58
329	553	NE 72 PL	NE US HIGHWAY 301	NE 174 TER	$ 74,377.43
330	307	SE 209 ST / SE 65 AV	WEST END	SE 210 TER	$ 126,991.92
331	602	LITTLE CANDLEWOOD	06-10-18		0 $ 128,003.86
332	590	NW 46 TER	27-9-19		0 $ 42,962.44
333	677	LIVE OAK HILLS	14-10-20		0 $ 72,839.02
334	444	NE 134 PL	E EDGE PK	NE COUNTY RD 1471	$ 98,072.38
335	332	SW 88 ST(FIRE STATION RD)	SW ARCHER RD	SOUTH END	$ 164,396.03
336	651	AIR PARK EAST	14-09-20		0 $ 35,883.93
337	209	N MAIN ST	NW 16 AV	NW 23 AV	$ -
338	617	ORANGE HEIGHTS	07-09-22		0 $ 130,243.56
339	603	MARLBORO FARMS	04-10-18		0 $ 171,118.13
340	729	SHAFTO MEADOWS	07-10-19		0 $ 290,430.97
341	731	SHANNON WOODS	08-10-19		0 $ 149,475.79
342	841	GRANITE PARK	07-10-19		0 $ -
343	166	NW 23 AV	NW 98 ST	FORT CLARKE BLVD	$ -
344	707	SUNNY ACRES	36-10-18		0 $ 196,558.23
345	828	ELOISE GARDENS		0	0 $ -
346	727	MIDKIFF MANOR	07-10-19		0 $ 125,593.75
347	712	BLAKEMEADE	33-09-19		0 $ 68,554.37
348	691	CHACHALA PARK	SENOL PLTN		0 $ 266,840.50
349	35	NW/NE 53 AV	NW 13 ST / US 441	NE WALDO RD / SR 24	$ -
350	40	NW 39 AV	NW 143 ST	I 75	$ -
351	210	SW 20 AV / SW 24 AV	HOGTOWNE CREEK	SW 34 ST (SR 121)	$ -
352	366	NW 140 TER	W NEWBERRY RD	NORTH END	$ 56,622.62
353	3	NW CR 236	I 75	NW CR 241	$ 761,510.41
354	531	NW 138 TER	W NEWBERRY RD	NORTH END	$ -
355	802	TOWN OF TIOGA	02-10-18		0 $ -
356	210	SW 20 AV / SW 24 AV	SW 75 ST	HOGTOWNE CREEK	$ -
357	336	NW 91 ST	NW 39 AV	NORTH END	$ 80,380.37
358	778	MENTONE	29-10-19		0 $ -
359	823	WILDS PLANTATION	18-10-19		0 $ -
360	51	NW 51 ST	NW 23 AV	NW 39 AV / SR 222	$ -

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RANK	SEGMENT	ROAD NO	FROM	TO	COST
361	596	NW 115 ST (FLETCHER'S MILL)	SR 26	N END	$ 106,373.90
362	180	SW 8 AV	SW 91 ST	SW 75 ST	$ -
363	375	NW 2 LN	NW 143 ST	NW 138 TER	$ -
364	804	EAGLE POINT	32-09-19	0	$ -
365	818	BILTMORE (SW 110 TER)	13-10-18	0	$ -
366	825	LAKE FOREST FARMS	0	0	$ -
367	832	BELMONT	0	0	$ -
368	807	STILLWIND	20-10-19	0	$ -
369	838	STRAWBERRY FIELDS	34(FR)-09-18	0	$ -
370	849	RIDGEMONT	36-09-18	0	$ -
371	789	HUNTINGTON	22-09-19	0	$ -
372	840	GARISON WAY	16-1019	0	$ -
373	570	NW 92 CT	NW 39 AV	NORTH END	$ 114,037.17
374	833	CARAWAY	0	0	$ -
375	851	HAWKS RIDGE	0	0	$ -
376	852	HOPEWELL ESTATES	36-08-17	0	$ -
377	853	SW 8 AV	CG POWER LN	SW 133 WAY	$ -
378	799	STERLING PLACE	10-09-19	0	$ -
379	831	BAY HILL	21-09-22	0	$ -
380	847	NW 115 TER	NW 39 AV	NORTH END	$ -
381	593	NW 16 AV	NW 55 TER	NW 55 ST	$ -
382	782	CHELSEA LANE	32-09-19	0	$ -
383	781	HYDE PARK	27-09-18	0	$ -
384	795	SUMMER CREEK	21-09-19	0	$ -
385	17	N COUNTY RD 225 / NE 38 ST	N OF RACETRACK	NE 156 AV	$ -
386	848	BRYTAN	28-10-19	0	$ -
387	1	NW 182 AVE	GILCHRIST CL	US 27/41	$ -
388	837	LONGLEAF	0	0	$ -
389	572	SE 135 TER	S END	SE COUNTY RD 1474	$ -
390	325	NW 133 ST/ NW 32 PL/ NW 136 ST	NW 39 AV	NW 39 AV	$ -
391	839	TURNBERRY LAKE	27-09-18	0	$ -
392	156	SW 122 ST	SW ARCHER RD	SW 24 AV	$ -
393	358	NW 32 AV	NW 143 ST	E END	$ -
394	834	CELEBRATION OAKS	11-10-20	0	$ -
395	835	PARKWEST ESTATES	0	0	$ -
396	830	ARBOR GREENS	0	0	$ -
397	17	N COUNTY RD 225 / NE 38 ST	NE 53 AV (CR 232)	N OF RACETRACK	$ -
398	165	SW 8 AV	SW 122 ST	SW 91 ST	$ -
399	819	HAMMOCK RIDGE (UNIT IV)	06-11-19	0	$ -
400	6	NW CR 241	NW CR 236	UNION CL	$ -
401	5	NW CR 241	WEST SR 235	NW CR 236	$ -
402	826	CAROLLTON	36-10-18	0	$ -
403	748	ARREDONDO ESTS	21-10-19	0	$ -
404	843	WILLOW OAK PLANTATION	32-10-19	0	$ -
405	146	E COUNTY RD 1474	NE COUNTY RD 234	NE US HIGHWAY 301	$ 333,697.61
406	704	PINE HILL EST	36-09-18	0	$ -
407	660	JACKS S/D	01-10-20	0	$ -
408	697	FT CLARKE FOREST	06-10-19	0	$ -
409	845	FLETCHER'S PARK CLUSTER S/D	01-10-18	0	$ -
410	827	CHENEY WALK ESTATES	12/10/18	0	$ -
411	857	NW 153 TER (RED OAK RANCH EST)	NW 94 AV	N END	$ -
412	183	SW 75 TER	SW 75 ST	SW ARCHER RD	$ -
413	850	OLD OAK ESTATES	19-09-18	0	$ -

Draft Project List Based on Proposed Ranking Methodology
August 23, 2011

RANK	SEGMENT	ROAD NO	FROM	TO	COST
414	855	CAMPO VERDE	33-09-19		0 $ -
415	662	PINE ACRES	01-10-20		0 $ -
416	856	LANA'S PLACE SUBDIVISION	SEC 11-10-19		0 $ -

Alachua County Agenda

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

August 16, 2011 Special BoCC Meeting 10 AM

Continuation - August 23, 2011 after completion of the Regular Agenda

Call to Order (10:00 AM)

Adoption of Agenda

Items for Discussion

Fiscal Update

1. Discussion on Current Budget Issues (Amended)

   Amount: N/A

   Recommended Action: Review of current budget issues and related discussion. Information only - no action requested.

Discussion Items

2. Update on Jail Study Process

   Amount: N/A

   Recommended Action: Update on Jail Study Process

3. Review and Discussion of FY12 Tentative Budget Tier 1 and Tier 2 Budget Issues

   Amount: N/A

   Recommended Action: Review and discuss FY12 Tentative Budget Tier 1 and Tier 2 budget issues. Informational only - no action requested

4. Sales Tax: Pavement Management program

   Amount: N/A

   Recommended Action: 1. Accept project ranking methodology; and 2. Ask the Manager

to schedule a Board work session on the potential sales tax initiative.

5. Retired and Senior Volunteer Program (RSVP) (Amended)

Amount: $0-$157,000.00

Recommended Action: Staff has provided 3 options to the BoCC for consideration.

6. RTS Funding for FY12 bus service (Amended)

Amount: $268,892.00

Recommended Action: Approve the concept of maintaining existing levels of service for bus service in FY12 for RTS Base Service and enhanced Route 75 with the funding source being Gas Taxes and that the Board agenda a discussion of the hourly rate charged by the City at the joint City/County Commission meeting of August 29th

7. Review of Expenditure and Revenue History Reports

Amount: N/A

Recommended Action: Review expenditure and revenue history reports. Informational only - no action requested.

~~**Time Certain**~~

~~**Recess** (Break for Lunch)~~

~~8. Recess for Lunch~~

~~**Amount:** N/A~~

~~**Recommended Action:** Recess for lunch and reconvene at a time specified by the Chair.~~

Commission General and Informal Discussion

Public Comments

Adjourn

Alachua County eAgenda

back to **main agenda**

help

Agenda Coordinator

Add Annotation

Category:
Items for Discussion

Sub-Category:
Discussion Items

Title
Sales Tax: Pavement Management program

Amount
N/A

Description
Request approval of the project ranking methodology; Critical discussion points involving a potential sales surtax initiative for pavement management.

Recommendation
1. Accept project ranking methodology; and 2. Ask the Manager to schedule a Board work session on the potential sales tax initiative.

Alternative(s)
Provide further direction to staff

Requested By
Richard Hedrick 352-374-5245 x 1211

Originating Department
Public Works

Attachment(s) Description
Presentation

Documents Requiring Action
None

Executive Summary
The deteriorating condition of the County's roadway infrastructure, and finding effective ways to fund capital maintenance for roads has been a key topic of discussion for several years. In a recent series of regular and informal meetings, the Board of County Commissioners has discussed the possibility of placing a sales surtax referendum for pavement management on a future general election ballot. On April 5, 2011, the Board directed staff to, (1) provide information as to the process for the Board to consider a sales tax referendum, (2) recommend a process for engaging the public and local municipalities, (3) provide a list of projects including maintenance-only and those requiring enhancements, (4) provide definitions for the terms "maintenance" and "reconstruction", and (5) list in detail what is required for each project. In order to provide a ranked project list for the Board's consideration, staff has developed a project ranking methodology. Staff is requesting Board's acceptance of the methodology in order to bring forward a ranked project list. Staff also requests that this item be scheduled for discussion at a Board work session due to the anticipated amount of time this item will require for discussion.

Background

Current Item

Invocation

Back to Main Agenda

Vote Results

The Board directed staff to provide a progress report of the Pavement Management Program and to provide the information necessary for the Board to be able to discuss the roadway capital maintenance needs of the County, including life-cycle cost set asides for new infrastructure. Staff distributed the Pavement Management Report to the Board in June 2010. On October 5, 2010, the Board directed the County Manager and staff to prepare a summit in the first quarter of the new year (2011) to discuss a one-cent sales tax, and to pursue a proactive roadway capital maintenance plan. On February 1, 2011, a summit was held for the Board and the public to discuss the use of a sales tax for pavement management. On March 15, the Board received further information on how the County's current roadway maintenance funding is being used. On April 5, 2011, the Board directed staff to, (1) provide information as to the process for the Board to consider a sales tax referendum, (2) recommend a process for engaging the public and local municipalities, (3) provide a list of projects including maintenance-only and those requiring enhancements, (4) provide definitions for the terms "maintenance" and "reconstruction", and (5) list in detail what is required for each project.

Issues
The County is responsible for 677.2 miles of paved roadways, 302.9 miles of which are in the urbanized areas. The funding allocated to pavement capital maintenance since 2005 has been used to repair 43.7 miles to date and will be used to fund 56.2 miles in up-coming projects. Gas tax revenues alone have not been sufficient to address the County's roadway infrastructure maintenance. The estimated capital pavement maintenance backlog has grown from $360,000,000 in 2005 to $380,000,000 in 2010. Although major steps were taken since 2005 to address the County's infrastructure maintenance needs, they were't enough to keep up with the infrastructure deterioration rate. Further deterioration of the infrastructure will occur unless additional funding is dedicated for capital pavement maintenance. The cost per mile is lowest when roadway infrastructure is maintained on a proactive basis. The cost per mile increases when roadway infrastructure maintenance is deferred and allowed to deteriorate. Proactive roadway infrastructure maintenance includes setting aside funding annually for periodic resurfacing as new roads are constructed. A one-cent sales tax would be adequate to address the current capital pavement maintenance backlog.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachments (list):

sale_tax_powerpoint.pptx

Audit Data	Date & Time
Agenda Item Added by Kim Carter	8/11/2011 2:28:05 PM
sale_tax_powerpoint.pptx added as an attachment by Kim Carter	8/11/2011 3:20:03 PM
Approval Overriden - Fully Approved by Darlene Ryon	8/11/2011 3:26:23 PM

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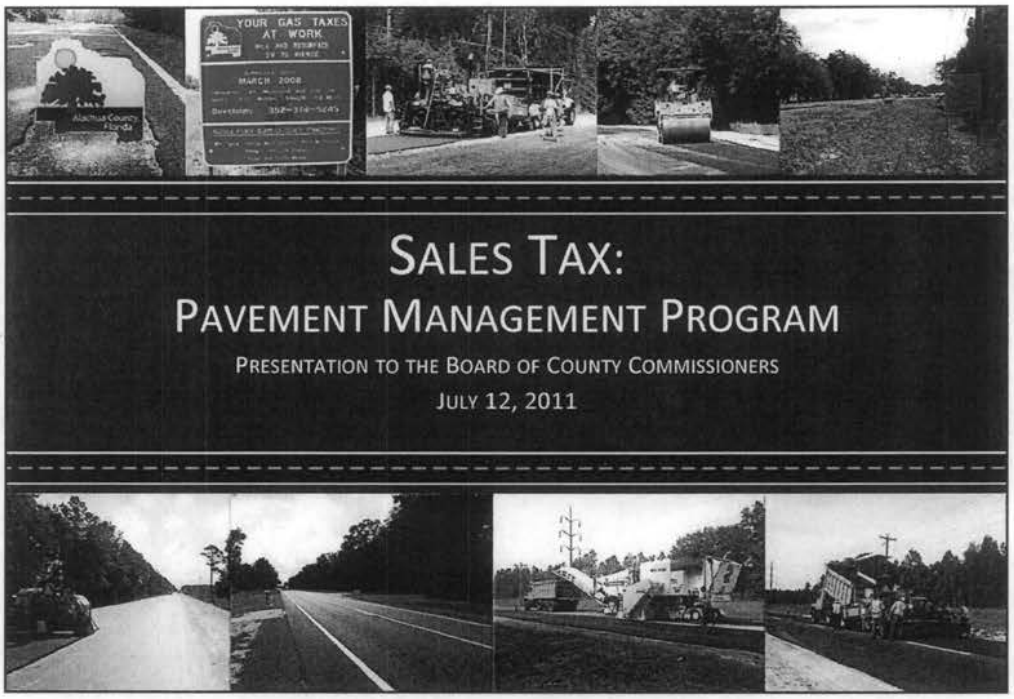


SALES TAX:
PAVEMENT MANAGEMENT PROGRAM

PRESENTATION TO THE BOARD OF COUNTY COMMISSIONERS

JULY 12, 2011

Pavement Management Program Recommendation

- Accept project ranking methodology
- Ask the Manager to schedule a Board work session on the potential sales tax initiative

Board Direction

APRIL 5, 2011

- Explain the process required for the Board to consider a sales tax referendum, and
  - Process for engaging the public and local municipalities
  - Maintenance-only projects and projects that require enhancements
  - Definition of maintenance and reconstruction
  - Detailed list of what is required for each project

Pavement Management Program Presentation Outline

- Projects
  - Ranking Methodology
- Process
  - Public involvement
  - "How much and how long?"
- Potential work session agenda
- Staff Recommendations

PROJECTS
RANKING METHODOLOGY

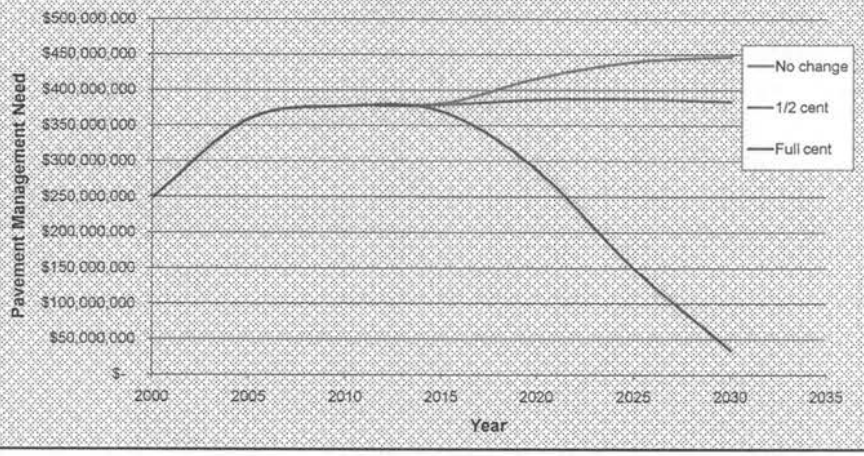
Criterion	Description	Weight
Pavement Condition	Condition based on most recent inspection	55%
Deterioration Rate	Change in pavement condition over time	25%
Traffic Volumes	Average annual daily trips	10%
Crash Rate	Most recent 3 years of crashes per vehicle miles traveled	10%
	Total	100%

PROCESS
PUBLIC INVOLVEMENT

- Engage municipalities
  - Begin at staff level
- Encourage involvement
  - Public
  - Elected officials
- Develop countywide project list
- Look for community leaders
- Provide consistent and accurate information

PROCESS
HOW MUCH AND HOW LONG

- Half cent versus full cent

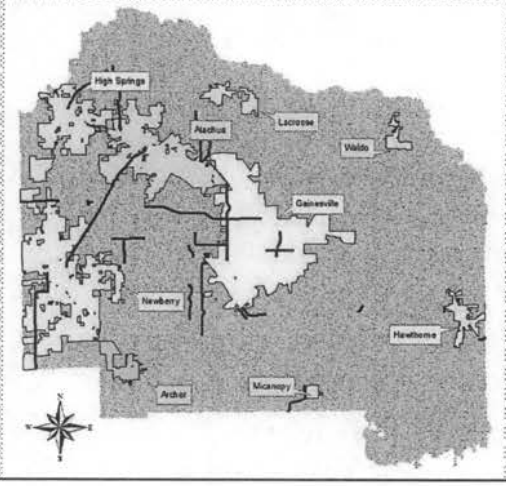


PROCESS
HOW MUCH AND HOW LONG

- Half cent versus full cent
- Length of time of initiative

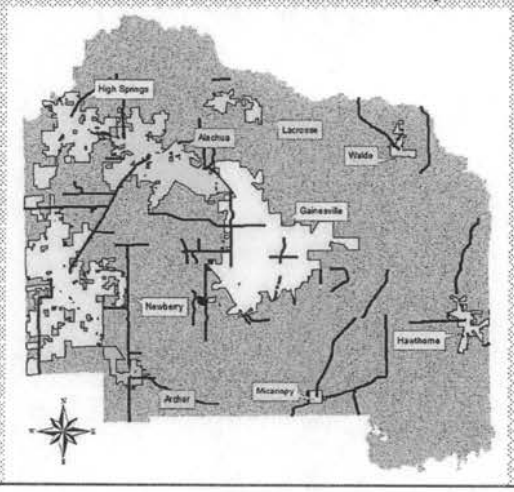
PROCESS
HOW MUCH AND HOW LONG

- Example: ½ cent sales tax for 10 years



PROCESS
HOW MUCH AND HOW LONG

- Example: Full cent sales tax for 10 years



Potential Work Session Agenda

- Projects
  - Ranked list
  - Definitions of "maintenance" and "reconstruction"
  - Scope of work to be done on each project
- Engaging the community
  - Municipalities
  - Community leaders
  - General public
- Setting the parameters of the initiative
  - How much?
  - How long?
- Schedule/Timeline

Pavement Management Program Recommendation

- Accept project ranking methodology
- Ask the Manager to schedule a Board work session on the potential sales tax initiative

SALES TAX:
PAVEMENT MANAGEMENT PROGRAM

PRESENTATION TO THE BOARD OF COUNTY COMMISSIONERS

JULY 12, 2011

Alachua County eAgenda

back to **main agenda**

help

Agenda Coordinator

Add Annotation

Category:
Items for Discussion

Sub-Category:
Discussion Items

Title
RTS Funding for FY12 bus service (Amended)

Amount
$268,892.00

Description
Request approval of the concept of maintaining existing levels of service for bus service in FY12.

Recommendation
Approve the concept of maintaining existing levels of service for bus service in FY12 for RTS Base Service and enhanced Route 75 with the funding source being Gas Taxes and that the Board agenda a discussion of the hourly rate charged by the City at the joint City/County Commission meeting of August 29th

Alternative(s)
That the Board considers level of service reductions to specific routes that serve the unincorporated area in order to reduce increased costs.

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

Originating Department
Public Works

Attachment(s) Description
That the Board considers level of service reductions to specific routes that serve the unincorporated area in order to reduce increased costs.

Documents Requiring Action
N/A

Executive Summary
The Interlocal agreement with the City of Gainesville for the provision of bus service will expire on September 30, 2011. The Public Works Department budgeted for FY12 the amount of the current contract in FY11. The City has proposed an increase in the cost of service of approximately $269,000. Due to increases in cost to provide the current levels of bus service, additional funding from Gas Tax Operating Expenses would be needed.

Background
Public Works staff has been working with RTS staff to determine cost of service to the unincorporated area and for enhanced service for Route 75, which serves the Tower Road area. Staff would like to explore options for alternatives to the current method of calculating the cost/benefit ratio to the County for providing this service. However, until there is an ability to determine actual ridership numbers for residents

Current Item

Invocation

Back to Main Agenda

Vote Results

of the unincorporated area, it was determined that the best methodology for determining the County's cost is to calculate the amount of time that a bus runs in the unincorporated area. This is the methodology used in previous agreements. This year, City staff has proposed a rate increase from $59.00/hour to $64.88/hour. There have also been adjustments to the percentage of time that buses run in the unincorporated area. As a result, there will be an increase of approximately $269,000 in order to maintain the existing levels of service for routes serving the unincorporated area. The City will be charging the University of Florida and Santa Fe College a rate of $61.00/hour. Santa Fe will be charged for any new routes and for any enhancements to existing routes. The County is still expected to pay for the base service. The City states that the reduction to the University of Florida is because of the capital contributions that UF makes. County staff feels that the County is not being treated equitably in that the County is not getting credit for the support provided for federal funding through the MTPO processes or the funding provided by the University through the Campus Development Agreement. Additionally, no credit is given for the student ridership on any of the routes in the unincorporated area that are paid for by student activity fees. The County has repeatedly supported the use of Surface Transportation Project funds for the purchase of capital needs of RTS. The County has also supported transit funding through the distribution of the local option gas tax (LOGT). There are currently two interlocal agreements governing the distribution of six cents of local option gas tax that are received in the County. The first three cents was adopted in June of 1983 and extended in 1987. The distribution was based on road miles to benefit the smaller cities and the balance was split between the County and the City of Gainesville. The City and the County receive 43.94% of this LOGT. If the City were to eliminate transit service or some other means of funding transit was developed, the allocation to the City would drop to 28.53%. This agreement expires on August 31, 2018. The distribution formula of this agreement is subject to renegotiation every five years. The 4th, 5th and 6th cents of the LOGT are governed by an interlocal agreement that was executed in June of 1985 and the distribution allowed for the City to receive 1 cent of the 3, or 33.3% for transit. That agreement expires on August 31, 2015. The agreement states that through that agreement and the first interlocal agreement that "the County has met its obligation for public transit, provided that in any extension of the previous interlocal agreement shall not be reduced below the amount agreed upon in the previous interlocal agreement, and no further funding requests will be made by the City for public transit purposes during the term of this agreement. The distribution formula of this agreement is also subject to renegotiation every 5 years. It appears that the County has been providing additional funding for transit services to RTS through interlocal agreements since 1998. A chronology of those payments is provided to the Board for your information. Additionally, staff is of the opinion that depreciation should be discounted from the hourly rate, or if not discounted, put into a vehicle replacement fund to reduce capital costs in the future.

Issues
The funding of bus service to the unincorporated area is an important service to individuals that have no other transportation options and to help to alleviate dependence on the single-occupant vehicle. The reduction of service will be subject to criticism from the users. However, given the budgetary issues faced by the Public Works Department, this increase will have a significant impact on the Department's operating budget.

Fiscal Recommendation
Total budgetary impact in FY 12 is $1,076,345, which is an increase in the budgeted amount of $268,892.

Fiscal Alternative(s)
N/A

Funding Sources
Gas Tax Funds

Account Code(s)
149-7940-544.34-10

Attachments (list):

Gas Tax Reduction Impacts.pdf

RTS Service to County Estimates.pdf

Chronology of BoCC actions relating to RTS.pdf

Transit Service Interlocal Presentation August 16.ppt

Audit Data	Date & Time
Agenda Item Added by Michael Fay	8/11/2011 5:10:11 PM

Gas Tax Reduction Impacts.pdf added as an attachment by Michael Fay	8/11/2011 5:10:35 PM
Chronology of BoCC actions relating to RTS.pdf added as an attachment by Michael Fay	8/11/2011 5:11:22 PM
RTS Service to County Estimates.pdf added as an attachment by Michael Fay	8/11/2011 5:11:33 PM
Transit Service Interlocal Presentation August 16.ppt added as an attachment by Michael Fay	8/11/2011 5:11:46 PM
Agenda Item Approved by Michael Fay	8/11/2011 5:12:35 PM
Agenda Item Approved by Suzanne Gable	8/11/2011 8:24:20 PM
Agenda Item Approved by Darlene Ryon	8/12/2011 9:04:33 AM
Agenda Item Revised by Darlene Ryon	8/12/2011 12:02:27 PM

Mary Lowry - (Assistant Coordinator)
Role : Agenda Coordinator

Change Role | log out

Version: **1.2.1.3 - 1.2.7.4**

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Proposed Gas Tax Fund Cuts for RTS Increase

Engineering and Operations (Gas Tax Fund):

Neighborhood Traffic Calming Program $50,000

LOS/Program Effect: this is an elimination of the program and the county would no longer provide the service of installing and maintaining traffic calming devices (speed tables, chicanes, etc.) on neighborhood streets.

Citizen/Public Effect: increased public complaints of vehicular speeding in neighborhoods.

Paving Overlays $82,000

LOS/Program Effect: reduce budget from $84,733 to $2,733 the Service will be reduced to installing a limited number of paved side street aprons.

Citizen/Public Effect: eliminates the ability for the County to overlay short sections of deteriorated or damaged roads.

Adopt-A-Road Program $ 3,000

LOS/Program Effect: this is an elimination of a program and the County will no longer administer a volunteer program that assists with litter control on County roads.

Citizen/Public Effect: increased public complaints of litter on County roads. Increased pollutant discharge into storm water facilities, private property, and natural surface water bodies.

Tree Planting Program $50,000

LOS/Program Effect: reduce budget from $100,000 to $50,000 for the installation and establishment of street trees from 250/year to 100/year. Both options include funding for continued establishment of new trees planted in previous fiscal years.

Citizen/Public Effect: reduced ability to provide shaded bicycle/pedestrian facilities, and traffic calming.

Proposed Gas Tax Fund Cuts for RTS Increase

Fund Balance Reduction: $30,000

LOS/Program Effect: reduce funding in case of emergencies

Citizen/Public Effect: no impact.

Roadway Construction Materials $54,000

LOS/Program Effect: reduce budget in lime rock and concrete from $191,000 to $137,000 (28%). This reduces the ability to provide routine maintenance on County roads.

Citizen/Public Effect: Lower ability to repair roads and storm water systems after rain events. Roadway maintenance will most likely have to continue without additional materials near the end of each fiscal year.

Total FY12 Proposed Reductions for RTS Increase for Eng & Ops (Gas Tax Fund) $269,000

Chronology of BoCC actions relating to funding RTS

Base Level Service:

1998 – County provided funding of $247,180 from FY98 to FY04

April 12, 2005 – Interlocal for Base Level Service for 3 year period:

$308,355 for FY05; $369, 530 for FY06; $430,705 for FY07

April 8, 2008 – Interlocal for Base Level Service - $551,461 for FY08

April 14, 2009 – Interlocal for Base Level Service - $570,334 for FY09

October 27, 2009 – Amendment to Interlocal for Base Level Service due to annexation $510,857 starting on June 1, 2009

December 8, 2009 – Interlocal for Base Level Service - $404,896 for FY10

January 12, 2011 – Interlocal for Base Level Service - $404,896 for FY11

Enhanced Route 35:

May 28, 1998: Interlocal Agreement for $41,112 as part of Joint Participation Agreement with City and FDOT for enhanced service to Southwest Gainesville (Route 35)

May 25, 2001 – Interlocal for Enhanced Route 35 - $220,000 for FY 02 (50% of Service)

Route 35 served the Southwest area which was subsequently annexed.

Enhanced Route 75:

September 23, 1998 - $83,000 of Ninth Cent Gas Tax Fund Balance allocated to RTS increased service in the Tower Road area.

May 25, 2001 – Interlocal for Enhanced Route 75 - $179,000 for FY02

July 16, 2003 – Interlocal for Enhanced Route 75 - $262,000 for FY03 & FY04

April 12, 2005 – Interlocal for Enhanced Route 75 for 3 year period:

$299, 410 for FY05; $336,820 for FY06; $374,230 for FY07

April 8, 2008 – Interlocal for Enhanced Route 75 - $257,904 for FY08

August 12, 2008 – Amendment to Interlocal for Enhanced Route 75 - $415,505 for FY08

April 14, 2009 – Interlocal for Enhanced Route 75 - $479,079 for FY09

December 8, 2009 – Interlocal for Enhanced Route 75 - $402,557 for FY10

January 11, 2011 – Interlocal for Enhanced Route 75 - $402,557 for FY11

RTS SERVICE TO COUNTY ESTIMATES (Proposed FY12 Contract)

Route	Description	Current					FY2010	City	County	City	County
		Sp. of Service	Hdway	Hours	Buses	Cost	Farebox ($)	(%)	(%)	(Cost $)	(Cost $)
2	Downtown to Health Dept.	6:00am-8:00pm	60	3,666	1	$ 237,856	$ 19,398	90.2%	9.8%	$ 214,522	$ 23,334
7	Downtown to Eastwood Meadows	6:00am-8:00pm	60	3,666	1	$ 237,856	$ 21,878	57.1%	42.9%	$ 135,768	$ 102,088
10	SFC to Downtown	7:00am-7:40pm	80	3,354	1	$ 217,592	$ 17,926	70.0%	30.0%	$ 152,271	$ 65,321
11	Eastwood Meadows to Downtown	6:00am-8:00pm	60	4,158	1	$ 269,778	$ 24,500	82.3%	17.7%	$ 222,108	$ 47,670
13	Florida Works to Shands	6:30am-2:00am	15/30	3,666	3	$ 237,856	$ 15,618	68.4%	31.6%	$ 162,598	$ 75,258
24	Downtown to Job Corps	6:00am-8:00pm	60	3,666	1	$ 237,856	$ 18,426	89.7%	10.3%	$ 213,333	$ 24,523
43	SFC to Downtown	6:00am-7:00pm	60	6,758	2	$ 438,505	$ 24,970	69.6%	30.4%	$ 305,200	$ 133,306
75	Butler Plaza to Oaks Mall	6:00am-8:00pm	35/53	10,450	3	$ 678,053	$ 85,963	16.8%	83.2%	$ 114,184	$ 563,869
404	Shands to Florida Works (Route 13)	6:45am-6:15pm	60	523		$ 33,908	$ 1,527	68.4%	31.6%	$ 23,179	$ 10,728
406	City East Circulator (Routes 2,7&11)	7:00am-6:00pm	60	1,385		$ 89,881	$ 5,484	86.8%	17.8%	$ 78,026	$ 16,008
410	Downtown to SFC(Route 6 &10)	7:00am-6:00pm	60	959		$ 62,215	$ 1,633	73.2%	22.9%	$ 45,523	$ 14,241
Total				42,251	13	$ 2,741,356	$ 237,323	70.2%	29.8%	$1,666,712	$1,076,345

Cost = $ 64.88 per hour

Notes:

Hours outside City limits = 16,589

Base Service Contract = $ 512,476
Route 75 Contract = $ 563,869

Transit Service for FY12

Presentation to Board of
County Commissioners
August 16, 2011

Staff Recommendation

- Staff recommends that the Board approve concept of maintaining existing levels of service for bus service in FY12 for RTS Base Service and enhanced Route 75 with the funding source being Gas Taxes and that the Board agenda a discussion of the hourly rate charged by the City at the joint City/County Commission meeting of August 29th

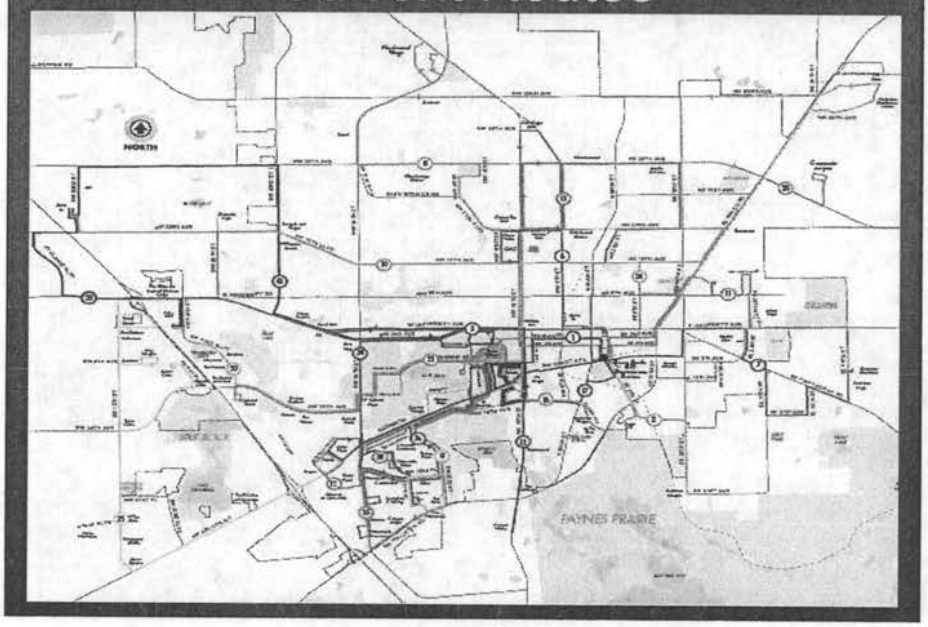
Why are we here?

- City staff will have taken interlocal agreements to the City Commission on August 18th in order to establish levels of service for all routes starting on October 1st
- City staff needs to know if the Board of County Commissioners want to make any changes to the levels of service so the agreement can be modified

What does the County pay?

- Base Service outside City Limit
  - In FY11, County paid $404,896
  - Cost based on Bus-hours less farebox receipts
  - New rate for base service would cost $512,476
- Route 75 outside City Limit
  - In FY11, County paid $402,557
  - New rate for Route 75 would cost $563,869
- Total Increase would be $268,892

Current Routes



Outstanding Issues

- City Commission has directed City staff to charge the County a bus-service hourly rate of $64.88 per hour
- University of Florida and Santa Fe College will pay a rate of $61.00 per hour
- County staff believe County is not being credited for contributions to capital, for student ridership in the unincorporated area or in the depreciation costs associated with capital or the distribution of local option gas taxes

Outstanding Issues

- If the city is going to charge for depreciation the County should demand that the revenue being provided by the County be separately booked by RTS and used strictly for capital replacement for County routes.
- If the city is going to charge for depreciation, begin crediting the County for the percentage of County population in the urban area (40%) for all capital replacement dollars RTS receives that are derived from federal or state sources

Budget Cuts from Gas Tax Fund

- Eliminate Neighborhood Traffic Calming Program: $50,000
- Reduce Paving Overlays by 97%: $82,000
- Eliminate Adopt-A-Road Program: $3,000
- Reduce Tree Planting Program by 50%: $50,000
- Reduction in Fund Balance: $30,000
- Reduce Roadway Construction Materials by 28%: $54,000
- TOTAL REDUCTION: $269,000

Staff Recommendation

- Staff recommends that the Board approve concept of maintaining existing levels of service for bus service in FY12 for RTS Base Service and enhanced Route 75 with the funding source being Gas Taxes and that the Board agenda a discussion of the hourly rate charged by the City at the joint City/County Commission meeting of August 29th

Alachua County eAgenda

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Agenda Coordinator

Add Annotation

Category:
Items for Discussion

Sub-Category:
Discussion Items

Title
Review of Expenditure and Revenue History Reports

Amount
N/A

Description
Review of Expenditure and Revenue History Reports

Recommendation
Review expenditure and revenue history reports. Informational only - no action requested.

Alternative(s)
None.

Requested By
Suzanne Gable

Originating Department
Office of Management and Budget

Attachment(s) Description
10 Year Governmental Expenditure History; 10 Year Revenue History Thru FY12

Documents Requiring Action
None.

Executive Summary
The Board will review and discuss the revenue and expenditure history reports.

Background
The Board will review and discuss the revenue and expenditure history reports. Staff will explain development process and sources of information.

Issues
None.

Fiscal Recommendation
None.

Fiscal Alternative(s)
None.

Funding Sources
N/A

Current Item
Invocation
Back to Main Agenda

Vote Results

Account Code(s)
N/A

Attachments (list):

10 Year Governmental Revenue History thru FY12.pdf

10 Year Governmental Exp History - Taxing Funds Quicklist.pdf

Audit Data	Date & Time
Agenda Item Added by Suzanne Gable	8/12/2011 11:03:30 AM
10 Year Governmental Revenue History thru FY12.pdf added as an attachment by Suzanne Gable	8/12/2011 11:07:14 AM
10 Year Governmental Exp History - Taxing Funds Quicklist.pdf added as an attachment by Suzanne Gable	8/12/2011 11:08:33 AM
Agenda Item Approved by Suzanne Gable	8/12/2011 11:14:38 AM

Mary Lowry - (Assistant Coordinator)
Role : Agenda Coordinator

Version: **1.2.1.3 - 1.2.7.4**

Change Role | log out

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ALACHUA COUNTY
Governmental Revenue
Actual Receipts Thru FY10; Budgeted for FY11 and FY12

Fiscal Year Ended	Property Tax Countywide	Property Tax Countywide Voter Approved	Sales Tax Voter Approved	Property Tax Unincorporated	Local Gas Tax	Other Unincorporated Area Taxes	Countywide and Unincorporated Taxes
2003	$ 61,865,754	$ -	$ 9,212,409	$ 10,728,388	$ 4,834,770	$ 15,036,191	$ 101,677,512
2004	$ 67,930,282	$ 1,876,364	$ -	$ 11,821,482	$ 5,029,508	$ 18,250,502	$ 104,908,138
2005	$ 73,903,330	$ 2,051,338	$ 7,428,765	$ 12,991,112	$ 5,279,855	$ 17,936,145	$ 119,590,545
2006	$ 83,075,190	$ 2,308,285	$ 10,796,177	$ 14,477,699	$ 5,459,851	$ 19,361,252	$ 135,478,454
2007	$ 97,215,930	$ 2,712,620	$ 10,687,204	$ 17,521,448	$ 5,331,494	$ 21,580,845	$ 155,049,541
2008	$ 94,439,417	$ 3,086,374	$ 10,342,541	$ 16,977,978	$ 6,776,693	$ 22,335,186	$ 153,958,189
2009	$ 92,497,232	$ 3,053,840	$ 13,632,046	$ 16,535,238	$ 7,805,706	$ 22,368,281	$ 155,892,343
2010	$ 97,627,947	$ 3,032,741	$ 15,806,363	$ 16,784,784	$ 7,566,560	$ 24,046,041	$ 164,864,436
2011	$ 95,729,052	$ 2,859,742	$ 11,820,530	$ 17,015,842	$ 7,340,135	$ 24,199,805	$ 158,965,106
2012	$ 97,286,799	$ 2,775,853	$ 8,476,227	$ 16,572,488	$ 7,426,704	$ 22,737,530	$ 155,275,601

Fiscal Year Ended	Business, Impact and Building Fees	State Share Sales Tax	State Share Gas Tax	State, Federal and Local Grants	Tourist Development Tax	Specific User Fees	Fees, Grants and Shared Revenue
2003	$ 1,907,576	$ 16,075,047	$ 3,926,107	$ 6,247,760	$ 1,497,135	$ 21,933,974	$ 51,587,599
2004	$ 2,183,920	$ 15,832,828	$ 4,086,262	$ 7,886,380	$ 1,568,482	$ 20,893,957	$ 52,451,829
2005	$ 3,121,951	$ 17,120,731	$ 4,355,134	$ 7,987,271	$ 1,766,015	$ 20,219,142	$ 54,570,244
2006	$ 4,554,717	$ 18,821,397	$ 4,297,195	$ 10,649,805	$ 2,062,443	$ 21,513,607	$ 61,899,164
2007	$ 4,871,889	$ 18,066,512	$ 4,272,284	$ 14,568,200	$ 2,234,698	$ 22,813,290	$ 66,826,873
2008	$ 3,896,528	$ 17,507,345	$ 4,060,546	$ 7,850,340	$ 2,130,619	$ 23,734,498	$ 59,179,876
2009	$ 4,296,520	$ 15,745,046	$ 4,017,491	$ 6,843,370	$ 1,885,943	$ 23,984,138	$ 56,772,508
2010	$ 3,638,116	$ 15,608,755	$ 3,830,849	$ 5,663,697	$ 2,367,444	$ 23,862,729	$ 54,971,590
2011	$ 3,344,102	$ 15,483,231	$ 3,924,000	$ 3,086,830	$ 3,264,975	$ 22,487,527	$ 51,590,665
2012	$ 4,313,787	$ 15,954,222	$ 3,924,000	$ 2,384,137	$ 3,194,779	$ 21,960,772	$ 51,731,697

Fiscal Year Ended	Bond Proceeds	Interest Earnings and Misc. Revenue	Internal Transactions	Transfers from Constitutional Offices	Interfund Transfers	Other Non-Service Accounting	Total Revenue
2003	$ 17,200,000	$ 2,927,953	$ 11,779,825	$ 3,883,109	$ 29,488,796	$ 65,279,683	$ 218,544,794
2004	$ -	$ 2,649,043	$ 12,552,357	$ 3,716,293	$ 31,031,974	$ 49,949,667	$ 207,309,634
2005	$ -	$ 3,256,099	$ 24,528,145	$ 3,752,883	$ 41,368,134	$ 72,905,261	$ 247,066,050
2006	$ 28,655,147	$ 5,736,868	$ 28,071,210	$ 6,569,519	$ 42,669,575	$ 111,702,319	$ 309,079,937
2007	$ 64,400,702	$ 8,392,720	$ 31,455,090	$ 5,352,859	$ 50,464,680	$ 160,066,051	$ 381,942,465
2008	$ 18,450,043	$ 6,146,373	$ 32,972,909	$ 3,969,097	$ 50,814,761	$ 112,353,183	$ 325,491,248
2009	$ 23,800,000	$ 6,524,656	$ 34,471,424	$ 3,410,399	$ 28,720,850	$ 96,927,329	$ 309,592,180
2010	$ -	$ 7,760,653	$ 34,358,985	$ 3,336,554	$ 23,199,165	$ 68,655,357	$ 288,491,383
2011	$ -	$ 2,202,249	$ 37,087,299	$ 1,881,839	$ 25,489,513	$ 66,660,900	$ 277,216,671
2012	$ -	$ 2,305,417	$ 43,506,509	$ 1,824,839	$ 25,501,483	$ 73,138,248	$ 280,145,546

Fiscal Year Ended	Countywide Taxable Property Values	Municipal Cost Index	Alachua County Countywide Population	Alachua County Unincorporated Population	Alachua County Personal Per Capita Income	Florida Personal Per Capita Income
2003	$ 7,143,329,037	168.3	223,296	95,161	$ 26,358	$ 31,283
2004	$ 7,863,116,773	178.8	236,174	98,755	$ 29,485	$ 33,540
2005	$ 8,530,910,912	189.3	240,764	100,507	$ 31,469	$ 35,605
2006	$ 9,636,626,680	191.9	243,779	101,950	$ 33,162	$ 38,161
2007	$ 11,211,533,207	199.5	247,561	103,217	$ 34,587	$ 39,449
2008	$ 12,815,621,528	210.6	252,388	105,051	$ 35,808	$ 40,133
2009	$ 12,671,774,593	206.9	256,232	107,260	$ 35,573	$ 38,965
2010	$ 12,558,830,292	214.7	255,692	100,388	$ 35,700	$ 39,106
2011	$ 12,052,898,624	223.0	258,898	N/A	$ 36,900	$ 40,391
2012	N/A	N/A	260,632	N/A	$ 37,900	$ 41,497

Demographic data resources:

http://iec.ucf.edu/
http://www.bea.gov/regional/reis
http://edr.state.fl.us

ALACHUA COUNTY
Taxing Authority Fund Expenditures*
Fiscal Years 2001 - 2012

Fiscal Year Ended	General Government	Administrative Services	Information Services	Community Support Services	Parks & Recreation	Environmental Protection	Growth Management	Development Review	Animal Services
2001	$ 3,120,169	$ 4,872,488	$ 2,393,687	$ 6,813,023	$ 1,222,422	$ 1,388,841	$ 1,438,626	$ 313,513	$ 1,115,287
2002	$ 2,412,893	$ 5,030,915	$ 2,715,735	$ 7,715,059	$ 1,471,007	$ 1,429,077	$ 1,504,696	$ 374,352	$ 1,331,275
2003	$ 2,764,431	$ 5,376,015	$ 2,792,825	$ 8,114,383	$ 1,249,426	$ 1,358,527	$ 1,504,664	$ 305,815	$ 1,334,295
2004	$ 2,980,076	$ 6,320,188	$ 2,766,774	$ 8,337,170	$ 1,298,349	$ 1,337,422	$ 1,886,585	$ 350,736	$ 1,372,829
2005	$ 3,220,886	$ 7,247,830	$ 3,223,178	$ 9,061,428	$ 1,342,033	$ 1,389,761	$ 2,050,752	$ 403,515	$ 1,605,901
2006	$ 3,470,258	$ 8,431,390	$ 3,548,248	$ 9,999,673	$ 1,552,570	$ 1,615,948	$ 2,257,286	$ 472,872	$ 1,923,689
2007	$ 3,819,462	$ 9,239,595	$ 3,724,819	$ 10,446,155	$ 1,744,725	$ 1,794,536	$ 2,396,368	$ 476,339	$ 2,201,156
2008	$ 3,759,702	$ 9,388,806	$ 3,904,330	$ 10,163,272	$ 1,520,883	$ 1,845,592	$ 2,364,947	$ 471,958	$ 2,047,271
2009	$ 3,910,281	$ 9,945,504	$ 3,862,479	$ 9,791,806	$ 1,541,835	$ 1,938,191	$ 2,598,494	$ 427,874	$ 2,211,052
2010	$ 3,771,371	$ 9,783,306	$ 3,696,016	$ 8,768,222	$ 1,426,792	$ 1,893,602	$ 2,354,377	$ 394,626	$ 2,047,222
2011	$ 3,969,583	$ 9,535,184	$ 3,697,550	$ 9,421,816	$ 1,701,639	$ 2,122,003	$ 2,603,615	$ 444,145	$ 2,088,263
2012	$ 3,893,306	$ 9,544,067	$ 3,687,761	$ 9,514,442	$ 1,674,781	$ 2,007,100	$ 2,527,074	$ 467,540	$ 2,097,416

Fiscal Year Ended	Public Safety	Solid Waste	Road & Bridge	Court Services	Court Administration	Clerk of Courts - Court	State Attorney	Public Defender	Guardin Ad Litem
2001	$ 14,131,728	$ -	$ 7,908,863	$ 3,167,496	$ 3,075,360	$ 2,899,768	$ 179,714	$ 19,642	$ -
2002	$ 14,988,351	$ -	$ 7,799,939	$ 3,594,323	$ 3,214,402	$ 2,415,038	$ 206,157	$ 27,289	$ -
2003	$ 14,973,435	$ -	$ 6,433,026	$ 3,794,826	$ 3,703,888	$ 2,616,537	$ 226,146	$ 27,304	$ -
2004	$ 17,500,396	$ 76,117	$ 8,003,798	$ 3,796,589	$ 3,520,113	$ 5,095,757	$ 241,094	$ 35,581	$ 66,971
2005	$ 19,332,512	$ -	$ 8,650,540	$ 4,483,674	$ 731,128	$ 286,485	$ 106,028	$ 38,613	$ 84,255
2006	$ 20,122,170	$ 67,030	$ 7,949,533	$ 6,808,562	$ 642,143	$ 289,841	$ 211,398	$ 118,667	$ 102,859
2007	$ 22,790,205	$ 60,000	$ 11,159,818	$ 8,171,829	$ 797,514	$ 294,892	$ 110,713	$ 56,673	$ 92,671
2008	$ 21,989,423	$ 19,400	$ 11,573,589	$ 8,354,755	$ 728,973	$ 294,268	$ 130,582	$ 41,211	$ 90,505
2009	$ 21,305,291	$ 22,486	$ 10,271,617	$ 8,775,279	$ 1,027,008	$ 294,268	$ 252,703	$ 258,242	$ 98,695
2010	$ 22,701,671	$ 28,402	$ 9,333,817	$ 8,477,093	$ 856,527	$ 284,426	$ 174,429	$ 170,045	$ 92,185
2011	$ 23,133,581	$ 60,000	$ 10,065,703	$ 8,282,203	$ 785,396	$ 294,268	$ 188,349	$ 146,078	$ 108,468
2012	$ 23,875,447	$ 60,000	$ 9,978,887	$ 7,272,144	$ 742,098	$ 294,268	$ 187,676	$ 153,288	$ 107,009

Fiscal Year Ended	Sheriff - Law Enforcement/ CCC/Baliffs	Sheriff - Jail	Clerk of Courts -F&A	Property Appraiser	Supervisor of Elections	Non-Departmental	Capital Projects	TOTAL
2001	$ 24,259,483	$ 16,741,314	$ 1,477,411	$ 3,795,883	$ 958,810	$ 6,065,398	$ 1,114,562	$ 108,473,488
2002	$ 25,794,461	$ 18,048,799	$ 1,571,354	$ 3,485,291	$ 1,065,612	$ 6,824,464	$ 1,325,262	$ 114,345,753
2003	$ 26,644,785	$ 18,645,111	$ 6,110,449	$ 3,415,345	$ 1,166,624	$ 6,956,108	$ 1,263,380	$ 120,777,345
2004	$ 28,361,792	$ 19,415,688	$ 2,220,160	$ 3,768,717	$ 1,206,294	$ 8,186,414	$ 1,737,696	$ 129,883,306
2005	$ 29,427,478	$ 20,512,405	$ 1,830,091	$ 4,094,234	$ 1,024,210	$ 7,584,756	$ 13,445,264	$ 141,176,957
2006	$ 32,154,271	$ 22,476,060	$ 1,919,902	$ 4,623,559	$ 1,552,563	$ 9,561,692	$ 6,810,050	$ 148,682,234
2007	$ 36,124,497	$ 24,835,177	$ 2,069,714	$ 4,816,755	$ 1,559,145	$ 11,676,935	$ 7,985,000	$ 168,444,693
2008	$ 36,411,982	$ 26,192,336	$ 2,026,410	$ 4,412,282	$ 1,859,354	$ 14,767,953	$ 5,646,388	$ 170,006,172
2009	$ 36,713,376	$ 27,497,571	$ 2,111,289	$ 4,272,375	$ 1,673,769	$ 14,491,844	$ 4,991,690	$ 170,285,019
2010	$ 35,494,504	$ 26,805,957	$ 1,965,749	$ 4,056,480	$ 1,589,905	$ 14,337,895	$ 2,143,300	$ 162,647,919
2011	$ 35,470,593	$ 26,606,723	$ 1,852,531	$ 3,938,971	$ 1,553,157	$ 13,308,282	$ 2,977,561	$ 164,355,662
2012	$ 35,587,536	$ 26,543,342	$ 1,852,531	$ 3,921,921	$ 2,296,917	$ 15,543,696	$ 4,029,466	$ 167,859,713

* Expenditures do not include Budgetary Reserves

300 East University Ave.
Suite 110
Gainesville, FL 32601
ph 352.334.7111
www.flcdc.org

August 15, 2011

Mr. Richard Drummond, Asst. County Manager
12 SE 1st Street
Gainesville, FL
32601

RE: Restoration of funding to the Florida Community Design Center

Dear Richard Drummond,

Thank you for taking the time to meet and discuss the role of the Florida Community Design Center in advancing high quality development in Gainesville. As per your request, please find backup information including the following:

1. Print ready brochure (awaiting funding for printing)
2. Draft contract adapted from previous years
3. Copies of our Annual Report from years 2007 and 2008

I would be happy to meet and discuss other tasks or functions the City might find valuable. Please do not hesitate to contact me with any questions or comments.

Thank you for your kind consideration.

Sincerely,

Martin A. Gold, AIA
Executive Director

cc: Commissioner Mke Byerly
Commissioner Susan Baird
Commissioner Rodney J. Long
Commissioner Paula M. Delany
Commissioner Lee Pinkson

florida community
design center

who we are

The Florida Community Design Center (FLCDC)* is **a collaborative partnership** between Alachua County, the City of Gainesville, the Gainesville Area Chamber of Commerce and the University of Florida.

The Design Center **promotes quality community design** in the built and natural environment, and **conducts research** in the principles, methods, materials and implementation strategies used to **build sustainable communities** designed to integrate economy, environment, and social equity.

**The Design Center is a 501-c(3) organization.*

Juvenile Development

A collaborative community design initiative gathering expertise from the Reichart House, FLCDC, and the School of Architecture at the University of Florida. The project develops strategies to provide homeless youth the opportunities to succeed in life.

- 2008 Gainesville AIA Merit Award
  in the Unbuilt Design Category

Project images to the right.

"We cannot talk about urban transport until we know what type of city we want. **The important questions are not about engineering** but about **ways to live.**"

Enrique Penalosa

Sea Glass :: Designing a Sustainable Community

Explorations of a sustainable development on Sanibel Island, Florida were initiated and what has emerged is a unique, resource responsible community of homes gathered around an ecologically rich commons to promote sustainable, social and culturally connected living.

- 2010 Florida AIA Honor Award
  in the Unbuilt Work Category
- 2010 Gainesville AIA Honor Award
  in the Unbuilt Design Category

Project images below.

what we do

Working in conjunction with the University of Florida, we provide future professionals with the opportunities to learn in real life situations and to engage in important constituencies and issues during the course of their education, while, at the same time, providing a service to the community.

The **"engaged scholarship" learning model** allows us to serve as a laboratory for students and faculty while providing a much needed service to the community.

The Design Center provides events such as forums, workshops, and seminars to bring awareness to community needs and potential for integration of sustainability and good design practices.

We also direct architectural and planning projects for Florida communities, neighborhoods, and other not-for-profits.

The Archer Braid

The multi-use trail is a proposed commuter and recreational trail that would form a vital connection between the Depot Rail-Trail downtown and the Archer Connector that leads to the City of Archer. The trail emerged as the top priority addition to improve connectivity of the bicycle network in Alachua County. The MTPO supported the 2006-07 Archer Braid project to determine the preferred alignment of the braid and prioritize segment implementation.

- 2009 Florida AIA Merit Award
  in the Unbuilt Design Category

Project images above and left.

"a sustainable community is one which balances **economic, environmental and social equity issues**"

get involved with the design center

how can I get involved with the design center?

support

Find information about how you can **become a member** of the Florida Community Design Center and get involved by **visiting our website at www.flcdc.org** and clicking the "support" button.

come visit US!

we're located at
Florida Community Design Center
300 East University Ave., Suite 110
Gainesville, FL 32601

call us
352.334.7111

send an email
info@flcdc.org

design center hours
Monday thru Friday, 9am - 5pm
evenings by appointment

The Design Center can be reserved for community meetings. For more information on reserving space, our current/past projects, and upcoming events, visit our website at www. flcdc.org.

recent projects

McIntosh Presbyterian Church

A new Master Plan and Fellowship Hall based on emerging enthusiasm to engage youth in congregational activities; the desire to improve community access to the congregation; and to enhance the stature of the Sanctuary in the community.

CEO Business Campus

Workscape is a conceptual design study of business campus typologies conducted for two representative redevelopment sites in Gainesville, FL. The Design Center worked in collaboration with the Gainesville Area Chamber of Commerce and the University of Florida School of Architecture to provide visioning proposals that promote public and private collaboration toward new development models.

Lincoln Yard :: Community Ecologies

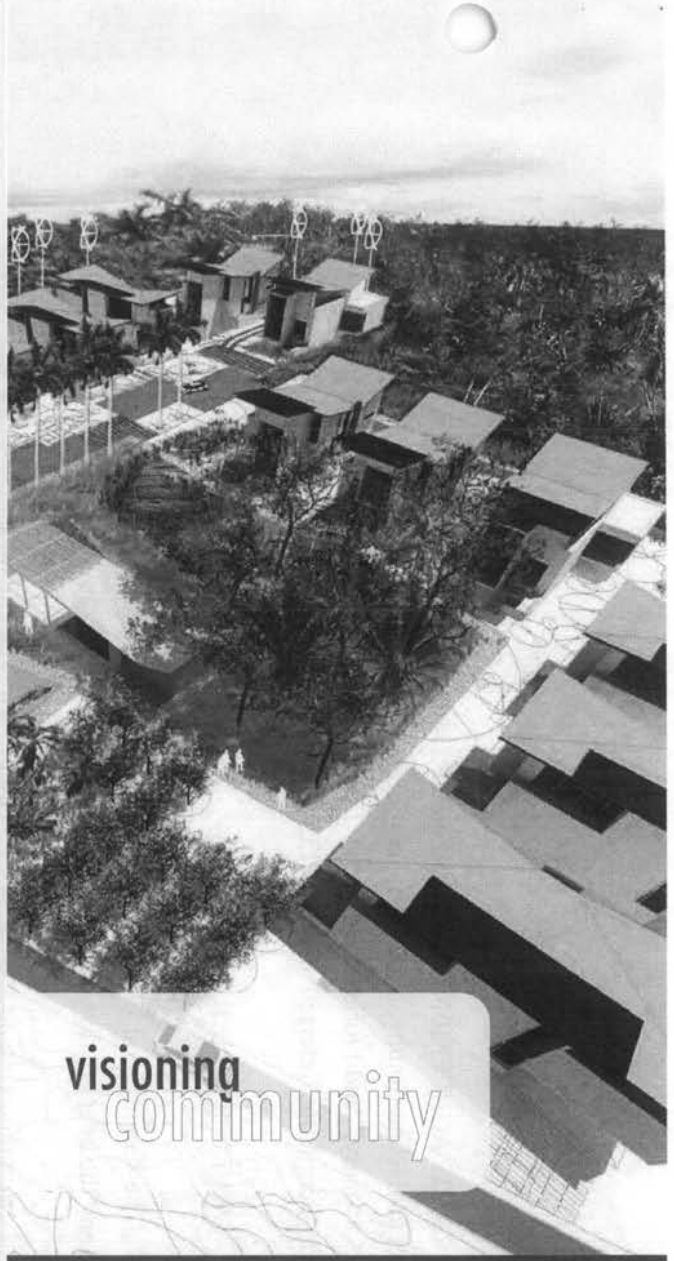
Working in collaboration with the University of Florida, the team developed a proposal to advance public health initiatives for the residents of Lincoln Estates - 2007 Gainesville AIA Honor Award in the Unbuilt Design Category.

Sustaining Chipley

As a collaboration with the MSU Coastal Research Extension Center (CREC), the project presents five alternative master plan strategies for capitalizing on the present amenities of Chipley, such as the CSX railroad, historic fabric and the pedestrian-oriented core.

Waldo Road Corridor

The Waldo Road Corridor project is a joint city, county and UF initiative. The project takes it's lead from the Plan East Gainesville community vision and others, to develop implementation strategies for sustainable development along the corridor.



visioning community

florida community design center

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2011, by and between Alachua County, a municipal corporation of the State of Florida, hereinafter referred to as the "County," and Florida Community Design Center, Inc., a corporation in the State of Florida, hereinafter referred to as the "FLCDC";

W I T N E S S E T H:

The County and the FLCDC, for and in consideration of the mutual covenants herein made and the benefits flowing from each party to the other, do hereby agree as follows:

SECTION 1. Scope of Services. The FLCDC is a collaborative design partnership between the City of Gainesville, Alachua County, the Gainesville Chamber of Commerce and the University of Florida. Its mission is to promote the practice of good community design in the built and natural environment in Gainesville, Alachua County and the State of Florida. The FLCDC will encourage public involvement and the use of our community's extensive human resources, including the University of Florida, in the design of our community. The FLCDC will develop exhibits, lectures, panel discussions, charrettes and/or other design projects, and a community-wide resource center. Specifically, the FLCDC agrees to provide to the County the following services within the duration of this contract :

- Create at least one exhibit on a community design issue in or relating to the County, which will be accessible to the public, with the topic approved in advance by the County.

- Organize, publicize and conduct at least one event, forum, discussion panel or walking tour associated with one neighborhood or area in the City, with regard to design issues in that area or neighborhood, with the topic or area approved in advance by the County.

- Make space available, through an on-line scheduling mechanism, to developers for required community workshops; to other non-profit agencies such as Historic Gainesville Incorporated; to County agencies such as Community Development or the Community Redevelopment Agency; and to citizens who would like to meet and discuss issues of

community design in grater Gainesville.

- Maintain and expand a library of reports, drawings, CDs and other materials associated with design charrettes, visioning efforts, design models and design projects in the Gainesville community, which will be available to the public.

- Provide an independent review and report on projects submitted to the City of Gainesville with regard to design and consistency with community goals, the Comprehensive Plan and Future Land Use plan.

SECTION 2. Term. This agreement shall commence October 1, 2011 and terminate on September 30, 2012, unless terminated in accordance with Section 13.

SECTION 3. Compensation. In consideration of the services and activities actually, timely, and faithfully rendered by the FLCDC, the County agrees to compensate the FLCDC an amount of $15,000 for the services provided as indicated in SECTION 1 of this Agreement. County funds will only be allocated for the normal costs of providing services as outlined in items a through m below.

(a) Personnel.
(b) Employee benefits, non-salary (includes any unemployment insurance and Worker's Compensation).
(c) Professional fees, dues, and publications.
(d) Supplies.
(e) Telephones (local and long distance).
(f) Postage.
(g) Occupancy expenses (includes rent and utilities).
(h) Copying, printing and advertising expenses.
(j) Insurance.
(k) Professional Services.
(l) Incorporation Fees.
(m) Occupational Taxes, and other fees or taxes required by law.

SECTION 4. Method of Disbursement of Funds.

a. At the initation of this Agreement, a disbursement in the amount of one-half of the contractual amount specified in SECTION 3 will be made by

the County to the FLCDC:

b. Quarterly reports of the status of services and a balance sheet for expenditures of County funds toward the execution of this Agreement will be provided to the County.

c. Within 30 days of the second quarterly report, the County will disburse the second half of the contractual amount of this Agreement as defined in SECTION 3.

Payment shall be submitted to:

Florida Community Design Center, Inc.
300 East University Avenue, Suite 110
Gainesville, Florida 32601

SECTION 5. Return of Funds. Any County funds not expended for the services set forth herein shall retained for expenditures in the subsequent fiscal year. All expenditures of funds rolled into the subsequent fiscal year shall be documented by FLCDC in accordance with SECTION 4 (b) above.

SECTION 6. Records, and Reporting. The FLCDC agrees to:

a. Maintain financial records and reports relating to the utilization of all funds provided to the FLCDC by the County. Within 90 days of the end of the FLCDC's fiscal year, provide the County Community Development Director two (2) copies of the FLCDC's annual financial statement.
b. Submit operating financial statements to the County on a quarterly basis.
c. Maintain such books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly account for all funds of any nature.
d. Ensure that all records identified herein which relate to funding provided by the County shall be available at all times for inspection, review, or audit by personnel duly authorized by the County.
e. Furnish the County with quarterly evaluation reports detailing what has been done and what is planned within the current contract year, and to furnish such other reports and information that the County

may require. Quarterly reports are due within thirty (30) days after the last day of the quarter. A final report as described in Section 6.a. shall be made within ninty (90) days after the end of the FLCDC's fiscal year.

SECTION 7. Independent Contractor and Indemnification. The FLCDC shall act as an independent contractor in providing the services identified herein and not as an employee, agent, partner or joint venturer of the County for all aspects associated with or covered by this agreement. The FLCDC is responsible for the means, method, technique, sequence and procedure utilized in the performance of this agreement. The FLCDC shall be liable and agrees to be liable for and shall indemnify, defend, and hold harmless the County, its employees, agents, or officers from all claims, suits, judgments, or damages arising from the performance of the services of the FLCDC, its subcontracts and agents.

SECTION 8. Retention of Records. The FLCDC shall retain all books, records, and other documents relative to this agreement for three (3) years after final payment. Any persons duly authorized by the Countyor otherwise required by law shall have the right to examine any of such materials during such three- year period.

SECTION 9. Monitoring. The FLCDC shall allow the County's official representative to attend all meetings of the FLCDC's Board of Directors.

SECTION 10. Amendments. This Agreement may only be amended by mutual written agreement of the parties hereto.

SECTION 11. Assignment. The FLCDC shall not assign, convey, pledge, or otherwise dispose of any interest in this agreement or funds provided by the County, and shall not transfer any interest in the same.

SECTION 12. Entire Agreement. This agreement contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

SECTION 13. Termination With or Without Cause. The agreement shall continue and remain in full force and effect as to all of its terms, conditions, and provisions, as set forth herein, until and unless either party shall give written notice to the other party of its desire to terminate this agreement, with or without cause, on a specified time and date thereafter. If funds have been

prepaid by the County, and this contract is terminated, the Countyshall be entitled to prorated money back. Such written notice to terminate this agreement shall be given no less than thirty (30) days prior to the date this agreement shall be so terminated, with twenty-four (24) hours notice in the event funds become unavailable to any party for any reason whatsoever. The County shall be the sole and final authority as to the availability of funds. In the event of such termination, the FLCDC shall be paid by the County for all services actually, timely, and faithfully rendered up to receipt of the notice of termination and, thereafter, for all other services authorized in writing by the County.

SECTION 14. 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 FLCDC's representative are as follows:

County: Economic Development Coordinator
Post Office Box 2877
Gainesville, Florida 32602

FLCDC: President
Florida Community Design Center, Inc.
300 East University Avenue, Suite 110
Gainesville, Florida 32601

SECTION 15. Laws and Regulations. The FLCDC will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The FLCDC 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 FLCDC is not familiar with state and local laws, ordinances, code rules and regulations, the FLCDC remains liable for any violation and all subsequent damages or fines.

SECTION 16. Insurance. If the FLCDC carries commercial insurance of any type, then a copy of said insurance shall be provided to the County for its records.

SECTION 17. Collusion. By signing this agreement, the FLCDC declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud. By signing this agreement, the FLCDC declares that no County Commissioner, other County officer, or County employee, directly or indirectly

owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or benefits of this agreement.

SECTION 18. Conflict of Interest. The FLCDC warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The FLCDC shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

SECTION 19. Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

SECTION 20. 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 21. 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 22. Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County Florida.

SECTION 23. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

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.

COUNTY OF GAINESVILLE

ATTEST:

By: _____

Print: _____

Title: _____

_____
Richard Drummond, Assistant County Manager

_____
Date

APPROVED AS TO FORM AND LEGALITY

_____
Florida Community Design Center, Inc.

ATTEST:

By: _____

Print: _____

Title: _____

_____
President

_____
Date

florida community design center

300 E University Ave
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Annual Report
FY 2006-2007
October 27, 2007

Board of Directors Officers:

Bill Warriner, President
Jan Patterson, Secretary/Treasurer
Steve Schell, Vice President

Martin Gold, Executive Director

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Executive Summary

Outreach, community service and collaboratively-funded projects of the Florida Community Design Center were dramatically increased during this fiscal year. The Center unveiled a newly designed website with a scheduling calendar and online donation capabilities. In December, we held our first annual fundraiser to showcase successes of the Design Center and to recognize our Board members and supporters.

The Design Center was host to 99 community meetings in addition to FCDC sponsored meetings and events. We partnered with the University of Florida's School of Architecture to establish the "Urban Studio", located across the hall from the Center in the Commerce Building. The Urban Studio has provided a unique atmosphere in which University students working on community projects benefit from being included in civic meetings.

Following the adoption of the Florida Community Design Center's *Urban Village: SW 20th Avenue Transportation Design Proposal* by both the City and County Commissions, the Design Center served as an advisor to the MTPO and Urban Village Subcommittee (comprised of City and County) as they moved through the steps of implementation of our recommendations. The MTPO contracted with the Design Center to conduct a study on the proposed Archer Braid multi-use trail (the top priority trail as determined by the Design Center's 2004 Countywide Bicycle Master Plan Addendum) to delineate potential trail alignments and prioritize the development of individual segments – this project was completed prior to the close of the 2007 calendar year. In the 2006-2007 fiscal year, the Design Center began a contract with the City, County, and UF to conduct the Waldo Road Corridor Implementation Study. We also received a grant in collaboration with the School of Architecture from the Coastal Research Center of the University of Mississippi to conduct a study within the community of Chipley, Florida. The Waldo Road and Chipley projects continue through the next fiscal year, both scheduled to be completed in the fall of 2008.

We hope to work on more projects and engage a greater variety of support mechanisms in the next year. A list of potential grants will be compiled and evaluated in light of the Design Center's mission to determine opportunities.

florida community design center

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First Quarter Report
FY 2006-2007
January 22, 2007

Board of Directors Officers:

Bill Warriner, President
Jan Patterson, Secretary/Treasurer
Steve Schell, Vice President

Martin Gold, Executive Director

Executive Summary

First Quarter activities focused on the commencing of several community design initiatives including the Waldo Road Corridor Study and the Archer Braid Studio project.

The Urban Village Planning Team (consisting of Alachua County and the City of Gainesville, along with the MTPO and various stakeholders) is working with Renaissance Planning of Orlando to produce a transportation model prescribing transportation solutions for the Urban Village area.

The University of Florida School of Design, Construction & Planning has engaged in a five-year contract to utilize 1,100 sq. ft. within the Commerce Building across the hall from the Florida Community Design Center. The space will host an "Urban Studio" for collaborative projects between the University, the Design Center and the community.

FCDC will hold an open house/fundraiser in conjunction with the opening of the Urban Studio in April 2007. In addition, we are continuing the process towards improving our online capabilities to accept credit card donations. We are also talking with a web designer to add an interactive calendar for FCDC events.

Projects

Waldo Road Corridor Study

On December 18th, a community meeting was held at the Alachua County Health Department to announce the project to the local citizens, leaders, and stakeholders. There was a good show of support from the community, and the Gainesville Sun published the story, "Plan East Gainesville vision becoming a reality," covering the event on December 21st. The Design Center and the College of Design, Construction and Planning have been coordinating the interlocal agreement and orchestrating final administrative details to execute the contract between Alachua County, the City of Gainesville, and the University of Florida and begin the project.

Archer Braid Studio

The Archer Braid Studio was given final MTPO approval and studies will begin in January 2007.

Urban Studio

The University of Florida's College of Design, Construction, & Planning and the School of Architecture are finalizing an agreement with AMJ, Inc. to provide a studio space for students to study community design issues and make design proposals for Florida communities. The space will house 14 to 16 students each semester.

FCDC Activities

The Design Center hosted several types of activities during this quarter including exhibits, events, and community meetings.

Exhibits

Projects and development information items are displayed for public view. Exhibit openings are conducted and announced via e-mail invitation.

- Students of Tina Gurucharri, of the University of Florida's School of Landscape Architecture, presented transportation enhancement concepts and landscape treatments for the Gainesville Regional Airport and surrounding area. The exhibit was displayed through the months of December and January.

Community Meetings

- Sustainable Alachua County (SAC) - FCDC regularly hosts a work space for their activities and meetings.

- City of Gainesville Community Redevelopment Agency (CRA) is utilizing the space biweekly for administrative and public meetings.

- American Institute of Architects (AIA) Lunch and Learn. FCDC hosted informative and educational seminars for the local chapter of the AIA. AIA Lunch and Learn seminars provide continuing educational opportunities for its members, keeping them up-to-date on the latest materials and practices and providing the opportunity to enjoy fellowship and gain knowledge of the activities of colleagues.

Events

Various public and professional events were hosted by the FCDC this quarter. Please refer to the calendar below for further details.

Calendar of Events

Oct	Time	Organization	Event / Topic
2	2:30	Sustainable Alachua County	Administrative Meeting
3	11:00	Civic Lights	Program Meeting
3	5:00-7:00	Sustainable Alachua County	Educational Program
5	9:30	Civic Lights	Meeting
6	10:00	Sustainable Alachua County	Staff Meeting
9	7:00-9:00	Sustainable Alachua County	Energy Meeting
11	4:00-6:00	Civic Lights	Meeting
26	6:00-9:00	Sustainable Alachua County	Cohousing Meeting
30	7:00	Sustainable Alachua County	Global Warming Program
31	5:00-8:00	Sustainable Alachua County	Mailing Party

Nov	Time	Organization	Event / Topic
7	5:00	City of Gainesville	Sign Ordinance Program
8	4:00	Sustainable Alachua County	Community Based Social Marketing
9	12:00	Florida Community Design Center	Board Meeting
14	5:00-6:30	City of Gainesville	Plan Board Program
15	7:00-9:00	LWV	Meeting
16	5:00-7:00	Alachua Conservation Trust	Program
17	1:00-3:00	Sustainable Alachua County	Meeting
21	1:00-3:00	Sustainable Alachua County	Executive Committee Meeting
21	6:00-8:00	Community Redevelopment Agency	Steering Committee Meeting
24	6:30-8:30	Civic Lights	Meeting
28	6:00-8:00	Community Redevelopment Agency	Steering Committee Meeting
30	6:00-9:00	Sustainable Alachua County	Cohousing Meeting

Dec	Time	Organization	Event / Topic
5	6:00-8:00	Sustainable Alachua County	Board Meeting
6	2:00-5:00	University of Florida	Meeting
7	12:00	American Institute of Architects	Lunch & Learn
12	4:30-6:00	Sustainable Alachua County	Meeting
14	7:00	Chamber of Commerce	Meeting
19	6:00-8:00	Community Redevelopment Agency	Steering Committee Meeting
22	2:00	Civic Lights	Meeting
26	6:00-8:00	Community Redevelopment Agency	Meeting
28	6:00-9:00	Sustainable Alachua County	Cohousing Meeting

Administration

Archive

Our Archive of community development and local project materials is currently available during business hours on a walk-in basis and by appointment after hours. We continue to expand the archive and seek out new documents as well as new editions of relevant materials.

Fundraising

Fundraising activities currently underway include the planning of an open-house to celebrate the opening of the Urban Studio. This event would also exhibit the successes of 2006. The invitation is now under development and will be part of a direct-mail campaign sent to all FCDC members and supporters. New or renewing members and potential donors will be able to take advantage of online credit card donation capabilities.

FCDC also continues to seek grant-funded opportunities. We continue to take advantage of Alachua County's eCivis program and utilize this service to find grants that are in line with the mission of the Design Center.

Initiatives

We are consulting with a local freelance web designer to develop an internet-based interactive calendar to facilitate the use of the Design Center space for the community. This would allow the public to view and book space in real time (with authorization) or hold space pending approval. In addition, the designer will be enabling our website to accept donations through PayPal, which we are hoping will enable more donors to contribute to the FCDC.

Fiscal Summary

We are constantly seeking collaborations with communities from around the state to expand the breadth of the Design Center. We plan to expand our basic services by providing more exhibits and increasing the number of opportunities for the community to participate in the design process.

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Second Quarter Report
FY 2006-2007
April 24, 2007

Board of Directors Officers:

Bill Warriner, President
Jan Patterson, Secretary/Treasurer
Steve Schell, Vice President

Martin Gold, Executive Director

Executive Summary

During the Second Quarter, the Florida Community Design Center kicked off the Archer Braid project including the first meeting of the Archer Braid Steering Committee and an exhibition of conceptualized bicycle storage facilities, in collaboration with the UF School of Architecture.

The Waldo Road Corridor Study contract had final revisions by Alachua County and the City of Gainesville and the project is set to officially commence in the Second Quarter.

The Urban Village Land Use implementation phase continues to be carried out by the Urban Village Planning Team, Focus Group and Subcommittee. During the Second Quarter, transportation and land use modeling scenarios were reviewed and evaluated.

The Design Center and the University of Florida School of Design, Construction & Planning are working together with AMJ to coordinate the interior construction of the Urban Studio. The anticipated timeline for the completion of the studio and our accompanying fundraising event has been delayed due to cost refinements with the build-out of the space. We now anticipate the Studio will be ready this summer. The Urban Studio will house collaborative projects between the University, the Design Center and the community.

Projects

Archer Braid

Executive Director and Professor Martin Gold is leading the Spring Semester Archer Braid Studio course. The UF School of Architecture students studied and created concepts for a bicycle storage facility on campus that would house cycles for both commuters and recreational users along the Archer Braid multi-use trail. The students presented conceptual posters and models that were exhibited at the Design Center during the months of February and March.

The Archer Braid Steering Committee was formed consisting of transportation and public works planners (city, county, state, MTPO & RTS), community and park planners, University of Florida faculty, and leaders in the bicycle community. The first meeting of the committee introduced the Archer Braid concept and project history as well as outlined the work that the studio course will undertake to delineate potential trail alignments and prioritize the development of individual segments. Minutes from this meeting are on file at the Design Center.

Urban Village

The Urban Village Planning Team, consisting of Alachua County, the City of Gainesville, the MTPO, and University of Florida are working with Renaissance Planning Group, consultant to Alachua County, to model transportation impacts. The Planning Team also evaluated other factors that may influence the preferred land use (e.g. environmental impact, public systems, stormwater facilities). Results of these efforts were reviewed by the Focus Group and Subcommittee in February. As directed by the Subcommittee, the Planning Team will develop a comprehensive evaluation and comparison of the impacts of each land use scenario. This report is anticipated for early May, at which time the Planning Team will request that the Subcommittee select a preferred land use scenario for developing implementation strategies.

FCDC Activities

The Design Center hosted several types of activities during this quarter including exhibits, events, and community meetings.

Exhibits

Projects and development information items are displayed for public view. Exhibit openings are conducted and announced via e-mail invitation.

- Professor Tina Gurucharri's students of the University of Florida's School of Landscape Architecture presented their approach to redeveloping strategic areas of the Waldo Road Corridor as per the implementation of Plan East Gainesville. This exhibit was displayed at the Design Center December through January.

- Students of Executive Director and Professor Martin Gold, in the University of Florida's School of Architecture presented concepts of bicycle storage as part of the Archer Braid project. The exhibit was displayed at the Design Center during the months of February and March.

Community Meetings

- Sustainable Alachua County (SAC) - FCDC regularly utilizes the space for activities and meetings.

- City of Gainesville Community Redevelopment Agency (CRA) is utilizing the space biweekly for meetings.

- American Institute of Architects (AIA) Lunch and Learn. FCDC hosted informative and educational seminars for the local chapter of the AIA. AIA Lunch and Learn seminars provide continuing educational opportunities for its members, keeping them up-to-date on the latest materials and practices and providing the opportunity to enjoy fellowship and gain knowledge of the activities of colleagues.

Events

Various public and professional events were hosted by the FCDC this quarter. Please refer to the calendar below for further details.

Calendar of Events

Jan	Time	Organization	Event / Topic
3	4:30	Sustainable Alachua County	Exec. Board Meeting
8	7:00-9:00	Sustainable Alachua County	Public Workshop
9	7:00-9:00	Sustainable Alachua County	Public Workshop
22	6:00-8:00	Community Redevelopment Agency	Steering Committee
22	3:30	Florida Community Design Center	URP Comm Redev
23	6:00-8:00	Community Redevelopment Agency	Steering Committee
25	6:00-9:00	Sustainable Alachua County	Cohousing Meeting
31	11:30-1:00	American Institute of Architects	Lunch & Learn
31	6:00-9:00	Sustainable Alachua County	Cohousing Meeting

Feb	Time	Organization	Event / Topic
4	2:00-5:00	University of Florida	MISHTL
5	6:00-8:00	Sustainable Alachua County	Board Meeting
6	2:00-5:00	University of Florida	MISHTL
7	8:00-6:30	Florida Community Design Center	Elec Signs
7	11:30-1:00	American Institute of Architects	Lunch & Learn
12	4:30-6:00	Sustainable Alachua County	Meeting
14	5:00-7:00	Chamber of Commerce	Meeting
19	6:00-8:00	Community Redevelopment Agency	Steering Committee
22	2:00	Civic Lights	Meeting
26	6:00-8:00	Community Redevelopment Agency	Steering Committee
28	6:00-9:00	Sustainable Alachua County	Cohousing Meeting

Mar	Time	Organization	Event / Topic
14	4:30	Sustainable Alachua County	Board Meeting
19	6:00-8:00	Women for Wise Growth/1000 Friends	Event
20	6:00-9:30	City of Gainesville	Neighborhood Design Workshop
21	11:30-1:00	University of Florida	URP Class FLCDC informational
21	1:00-3:00	Chamber of Commerce	Executive Meeting
22	1:00-2:00	Chamber of Commerce	Meeting
22	7:00-9:00	Sustainable Alachua County	Cohousing Meeting

Administration

Archive

Our Archive of community development and local project materials is currently available during business hours on a walk-in basis and by appointment after hours. We continue to expand the archive and seek out new documents as well as new editions of relevant materials.

Fundraising

Fundraising activities currently underway include the planning of an open-house to celebrate the opening of the Urban Studio. This event would also exhibit the successes of 2006. The invitation will be part of a direct-mail campaign sent to all FCDC members and supporters. New or renewing members and potential donors will be able to take advantage of online credit card donation capabilities.

FCDC also continues to seek grant-funded opportunities. We are taking advantage of Alachua County's eCivis program and utilize this service to find grants that are in line with the mission of the Design Center.

Initiatives

We are consulting with a local freelance web designer to develop an internet-based interactive calendar to facilitate the use of the Design Center space for the community. This would allow the public to view and book space in real time (with authorization) or hold space pending approval. In addition, the designer will be enabling our website to accept donations through PayPal, which we are hoping will enable more donors to contribute to the FCDC.

Fiscal Summary

We are constantly seeking collaborations with communities from around the state to expand the breadth of the Design Center. Currently we are working with the communities of Chipley, Florida and Punta Gorda, Florida seeking grant-funding for collaborations with municipalities and local organizations to commence design initiatives there. We plan to expand our basic services by providing more exhibits and increasing the number of opportunities for the community to participate in the design process.

florida community
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Third Quarter Report
FY 2006-2007
August 1, 2007

Board of Directors Officers:

Bill Warriner, President
Jan Patterson, Secretary/Treasurer
Steve Schell, Vice President

Martin Gold, Executive Director

Executive Summary

The Florida Community Design Center executed the Waldo Road Corridor Study project contract and interlocal agreement with the City of Gainesville, Alachua County and the University of Florida on May 23, 2007. The project commenced in June 2007, with the first studio held fall of 2007.

The University of Florida School of Architecture Urban Studio, across the hall from the Design Center in the Commerce Building, is scheduled to be completed in time to utilize the studio for the Waldo Road Corridor Study.

The Archer Braid project studio was concluded in May, and several students continued to assist in the production of the project booklet through the summer. The final presentation to the Steering Committee will take place this fall.

The Urban Village Subcommittee met in May to select a preferred Land Use scenario. The MTPO will accept these recommendations and adopt the changes in a future meeting.

Projects

Archer Braid

Executive Director and Professor Martin Gold led the Spring Semester Archer Braid Studio course. During the final portion of the studio, the UF School of Architecture students worked with key community leaders and conducted field research to determine preferred trail alignment. The students met with the Archer Braid Steering Committee to present their findings and request input from the Committee. The final step was to place a priority on segments that should be implemented first. A public workshop was held at the FLCDC on April 30th to invite neighbors, citizens, trail users and the like to participate in the trail alignment and prioritization process. Minutes from all meetings are on file at the Design Center.

Waldo Road Corridor Study

On May 23rd, the Design Center signed the project contract and the interlocal agreement between the City of Gainesville, Alachua County and the University of Florida to conduct the Waldo Road Corridor Study. The project team has been meeting with the County and City to nominate Steering Committee members that will be selected during the Third Quarter. In June, the team worked to synchronize existing research and met to discuss the geographical study area.

Urban Village

The Urban Village Planning Team, as directed by the Subcommittee, developed a proposed preferred land use scenario based on a comprehensive evaluation and comparison of the impacts. This new scenario is being evaluated by the subcommittee and will go to the MTPO at the next meeting.

FCDC Activities

The Design Center hosted several types of activities during this quarter including exhibits, events, and community meetings.

Exhibits & Workshops

Projects and development information items are displayed for public view. Exhibit openings are conducted and announced via e-mail invitation.

- Students of Executive Director and Professor Martin Gold, in the University of Florida's School of Architecture held a public workshop for the Archer Braid Multi-use trail on April 30, 2007.

Community Meetings

- Sustainable Alachua County (SAC) - FCDC regularly utilizes the space for activities and meetings.
- City of Gainesville Community Redevelopment Agency (CRA) is utilizing the space biweekly for meetings.
- American Institute of Architects (AIA) Lunch and Learn. FCDC hosted informative and educational seminars for the local chapter of the AIA. AIA Lunch and Learn seminars provide continuing educational opportunities for its members, keeping them up-to-date on the latest materials and practices and providing the opportunity to enjoy fellowship and gain knowledge of the activities of colleagues.

Events

Various public and professional events were hosted by the FCDC this quarter. Please refer to the calendar below for further details.

Calendar of Events

Apr	Time	Organization	Event / Topic
9	10:00-11:00	American Institute of Architects	Press conference
11	10:00-11:00	Chamber of Commerce`	Meeting
16	6:30-9:00	Sustainable Alachua County	Discussion Circle Meeting
19	11:00-1:00	Business Alliance of Greater Gainesville	Meeting
20	3:30-5:00	Florida Community Design Center	Archer Braid Steering Committee
25	9:00-12:00	University of Florida – School of Architecture	D8 Studio Review
25	6:30-9:00	Sustainable Alachua County	Discussion Circle Meeting
26	9:00-5:00	University of Florida – School of Architecture	D8 Studio Review
26	7:00-9:00	Sustainable Alachua County	Co-housing Meeting
30	6:00-7:30	Florida Community Design Center	Public Workshop

May	Time	Organization	Event / Topic
1	3:30-5:30	University of Florida – School of Architecture	Tanzer Review
2	6:30-8:00	Sustainable Alachua County	Discussion Circle Meeting
9	6:30-8:00	Sustainable Alachua County	Discussion Circle Meeting
16	6:30-8:00	Sustainable Alachua County	Discussion Circle Meeting
22	6:00-10:00	City of Gainesville	Public Workshop
23	6:30-8:00	Sustainable Alachua County	Discussion Circle Meeting
24	7:00-9:00	Sustainable Alachua County	Co-housing Meeting
31	5:30-7:00	City of Gainesville	Public Workshop

Jun	Time	Organization	Event / Topic
5	11:30	American Institute of Architects	Lunch & Learn
12	5:00-6:30	Sustainable Alachua County	Executive Committee Meeting
19	6:00-7:00	City of Gainesville	Public Workshop
26	6:00-7:00	City of Gainesville	Public Workshop
28	7:00-9:00	Sustainable Alachua County	Co-housing meeting

Administration

Archive

Our Archive of community development and local project materials is currently available during business hours on a walk-in basis and by appointment after hours. We continue to expand the archive and seek out new documents as well as new editions of relevant materials.

Fundraising

Fundraising activities currently underway include the planning of an open-house to celebrate the opening of the Urban Studio. This event would also exhibit recent successes. The invitation will be part of a direct-mail campaign sent to all FCDC members and supporters. New or renewing members and potential donors will be able to take advantage of online credit card donation capabilities.

FCDC also continues to seek grant-funded opportunities. We are taking advantage of Alachua County's eCivis program and utilize this service to find grants that are in line with the mission of the Design Center.

Initiatives

We are utilizing student talent to enable our website to be edited. We will continue to pursue an internet-based interactive calendar to facilitate the use of the Design Center space for the community. As well we are working on accepting donations through Paypal.

Fiscal Summary

We recently received a grant in collaboration with the School of Architecture from the Coastal Research Center of the University of Mississippi to conduct a study with the community of Chipley, Florida. We have also applied for a grant from the National Endowment of the Arts to design an artisan's village for the community of Punta Gorda, Florida. We plan to expand our basic services by providing more exhibits and increasing the number of opportunities for the community to participate in the design process.

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design center

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Fourth Quarter Report
FY 2006-2007
October 19, 2007

Board of Directors Officers:

Bill Warriner, President
Jan Patterson, Secretary/Treasurer
Steve Schell, Vice President

Martin Gold, Executive Director

Executive Summary

The Florida Community Design Center began work on the Waldo Road Corridor Study project. The initial phase consists on research and data gathering, synthesizing of historical corridor initiatives and beginning to define the geographical sphere of influence of Waldo Road. A 38-member Steering Committee of local community leaders was formed and will convene in the fall.

The University of Florida, School of Architecture Urban Studio (across the hall from the Design Center) became functional in August. The Urban Studio will host the FLCDC Waldo Road Corridor Study studio in the Fall semester.

The Archer Braid project was completed in September; the presentation to the Steering Committee meeting will take place in October. The final report will be posted on the www.flcdc.org website and made available at the Design Center.

Projects

Archer Braid

Executive Director and Professor Martin Gold worked with several students over the summer to finalize the Archer Braid project. Segment priority surveys were distributed to the Steering Committee and to community groups, leaders and citizens. These survey results were then compiled and the findings are summarized and interpreted in the final report.

Waldo Road Corridor Study

The Waldo Road project team began the initial phase of work on the Waldo Road Corridor Study. Phase I included developing a districting concept, evaluating transportation conditions, conducting Strengths, Weaknesses, Opportunities, Threats (SWOT) analysis and initiating case study research. The project team as well as City and County representatives solicited nominations from community leaders for a Waldo Road Steering Committee. The Steering Committee is scheduled to convene in the fall.

FLCDC Activities

The Design Center hosted several types of activities during this quarter including exhibits, events, and community meetings.

Exhibits & Workshops

Projects and development information items are displayed for public view. Exhibit openings are conducted and announced via e-mail invitation.

Community Meetings

- Sustainable Alachua County (SAC) - FLCDC regularly utilizes the space for activities and meetings.
- City of Gainesville Community Redevelopment Agency (CRA) is utilizing the space biweekly for meetings.
- American Institute of Architects (AIA) Lunch and Learn. FLCDC hosted informative and educational seminars for the local chapter of the AIA. AIA Lunch and Learn seminars provide continuing educational opportunities for its members, keeping them up-to-date on the latest materials and practices and providing the opportunity to enjoy fellowship and gain knowledge of the activities of colleagues.

Events

Various public and professional events were hosted by the FLCDC this quarter. Please refer to the calendar below for further details.

Calendar of Events

July	Time	Organization	Event / Topic
3	3:30	University of Florida	Community Focus Group
11	5:00-7:00	Sustainable Alachua County	Board Meeting
25	8:30-10:00	Community Redevelopment Agency	Downtown Redevelopment Advisory Board
27	7:00	Florida Community Design Center	Board Retreat

Aug	Time	Organization	Event / Topic
1	11:30	American Institute of Architects	Lunch & Learn
8	11:30	American Institute of Architects	Lunch & Learn
14	3:00	Reinhart	Meeting
15	11:30	American Institute of Architects	Lunch & Learn
22	8:30-10:00	Community Redevelopment Agency	Downtown Redevelopment Advisory Board
22	11:30	American Institute of Architects	Lunch & Learn
29	11:30	American Institute of Architects	Lunch & Learn
29	6:00	City of Gainesville	Public Workshop

Sep	Time	Organization	Event / Topic
11	4:30	Florida Community Design Center	Initial FLCDC V.II Meeting
12	5:00-7:00	Sustainable Alachua County	Board Meeting
14	12:00	Bicycle Alliance	Meeting
26	8:30	Community Redevelopment Agency	Downtown Redevelopment Advisory Board

Administration

Archive

Our Archive of community development and local project materials is always available during business hours on a walk-in basis and by appointment after hours. We will continue to expand the archive and seek out new documents as well as new editions of relevant materials.

Fundraising

We are holding a holiday open-house in early December to celebrate the fall opening of the Urban Studio. This event would also exhibit recent successes. The invitation will be part of a direct-mail campaign sent to all FLCDC members and supporters.

Initiatives

We are pleased to report that we are now able to accept online credit card donations through Paypal at our website at www.flcdc.org

We are also unveiling our new internet-based interactive calendar to facilitate the use of the Design Center space for the community. This calendar is easily referenced through the web so that any individual or group can view the Design Center schedule and input the details of their meeting which temporarily saves the date. Requests are sent to our office where we are able to follow up with confirmations to reserve the space. We hope this will increase the visibility of events in our space and the use of the Design Center.

Fiscal Summary

We continue to pursue collaborations with both local and regional entities. As property tax reform forced the County to cut outside economic development funding, we are seeking new financial streams to enable the Design Center to become fiscally independent. In September, the Design Center met with members of the local creative class to brainstorm on opportunities to work with one another to strengthen our community and to streamline a multi-disciplinary planning and development approach.

florida community
design center

300 East University Ave.
Suite 110
Gainesville, FL 32601
ph 352.334.7111
www.flcdc.org

Year End Report
FY 2008
January 13, 2009

Board of Directors Officers:

Bill Warriner, President
Jan Patterson, Secretary/Treasurer
Linda Dixon, Vice President

Martin Gold, Executive Director

Executive Summary

The bulk of the Waldo Road Corridor Implementation Study, the first joint City/County/UF initiative, took place during the 2008 calendar year. The final report was delivered to the Steering Committee in early January and the project will be concluded with the City/County/UF by the end of February. The Sustaining Chipley project, funded by the University of Mississippi's CREC (Coastal Research Educational Center) was also conducted during this year.

2008 marked the first full year for the Urban Studio, fully functioning as an extension of the University of Florida's College of Design, Construction and Planning. Both the Waldo Road Corridor study and the Sustaining Chipley project studios took place in the Urban Studio and the space is now being utilized for an office campus project conducted in partnership with the Gainesville Area Chamber of Commerce's Council for Economic Outreach.

The transition to 2009 will also represent a transition for the Design Center, as the loss of funding from the County in 2007 and City in 2008 necessitates that the Center find administrative funding elsewhere.

During 2008, the Florida Community Design Center Board of Directors added three non-voting Ex Officio members; Erik Bredfeldt, appointed by the City of Gainesville, Rodney Long, appointed by the Alachua County Board of County Commissioners and the University of Florida appointed Susan Crowley. We also welcomed Larry Teague, owner of Zamia Designs Landscape Architecture firm; Kathleen Pagan, Planner in the County Growth Management Department and Joseli Macedo, professor of Urban & Regional Planning to the Board. Long-time members Scott Medley, Kim Tanzer and Linda Dixon have stepped down from the Board – we thank them for their dedication and hard work over the past years.

FCDC Activities

The Design Center hosted several types of activities during this quarter including exhibits, workshops, special events, and community meetings.

Exhibits & Workshops

Projects and development information items are displayed for public view. Exhibit openings are conducted and announced via e-mail invitation.

List of all Exhibits in 2008:

- Juvenile Development
- Lincoln Yard
- Meta-House
- Archer Braid Multi-Use Path
- Urban Village: Urban Ecology, Street Ecology
- Archer Braid Multi-Use Path
- Michael Kunstle; Clark Kunstle & Associates Architects
- Waldo Road Corridor Implementation Study
- Lighting Design Challenge

Special Events:

- December 6 – FLCDC Open House Fundraiser
- February 18 – Light rail forum – "A City in Motion" featuring Special Projects Manager Rick Henn, of Norfolk, Virginia
- March 6 – FLCDC Waldo Road Public Workshop 1 of 2
- June 30, July 1, July 7 – FLCDC Waldo Road Workshop Series
- October 10 – FLCDC/APA Workshop – "Design thru the Eye of The Storm"

Regularly Scheduled Community Meetings:

- Historic Gainesville Incorporated joined is currently utilizing the meeting space for functions.
- City of Gainesville Community Redevelopment Agency (CRA) is utilizing the space bi-weekly for meetings.
- The City of Gainesville Historic Preservation Board meets monthly (first Tuesday of each month) in the space and also holds special events here.
- Sustainable Alachua County continues to hold Board Meetings at the Design Center.
- American Institute of Architects (AIA) Lunch and Learn. FLCDC hosts informative and educational seminars intermittently for the local chapter of the AIA. AIA Lunch and Learn seminars provide continuing educational opportunities for its members, keeping them up-to-date on the latest materials and practices and providing the opportunity to enjoy fellowship and gain knowledge of the activities of colleagues.

Meetings & Events

Various public and professional meetings and events were hosted in the FCDC this quarter. Please refer to the calendar below for further details.

Number of Meetings held each month –

Jan -	11
Feb -	10
Mar -	10
April -	10
May -	7
Jun -	13
Jul -	4
Aug -	8
Sep -	13
Oct -	5
Nov -	3
Dec -	5

4th Quarter Report: Calendar of Events -

Oct	Time	Organization	Event / Topic
1	5:00-7:00	USGBC	Membership Meeting
7	6:30-8:00	Historic Preservation Board	Monthly Meeting
8	5:00-7:00	CRA	Sprout Task Force
22	8:30-10:00	CRA	Downtown Advisory Board
22	5:00-7:00	CRA	Sprout Task Force

Nov	Time	Organization	Event / Topic
4	6:30-8:00	Historic Preservation Board	Monthly Meeting
18	11:30-1:00	AIA	Lunch & Learn
25	11:30-1:00	AIA	Lunch & Learn

Dec	Time	Organization	Event / Topic
2	5:00-7:00	CRA	Sprout Task Force
2	6:30-8:00	Historic Preservation Board	Monthly Meeting
3	5:00-7:00	USGBC	Membership Meeting
10	5:00-7:00	SAC	Board Meeting
17	8:30-10:00	CRA	Downtown Advisory Board

Administration

Archive

Our Archive of community development and local project materials is always available during business hours on a walk-in basis and by appointment after hours. We will continue to expand the archive and seek out new documents as well as new editions of relevant materials. We have requested that local and regional entities contact us to archive their community development materials. Our goal is to provide this archive online to the greatest extent possible.

Fundraising

The Florida Community Design Center partnered with the San Felasco Section of the American Planning Association to sponsor a workshop called, "Design Through the Eye of the Storm" that will be held in October – this brought in approximately $300 for each organization.

Fiscal Summary/Budget

The Design Center is currently in conversation with the University of Florida School of Design, Construction and Planning about continuing our operations as an official University Extension Center after now having lost funding from the City (following the County which cut funding last year).

End of Report

Strike Out Hunger in Alachua County

Community-Wide Food Drive Workshop

July 26, 2011

10:00am – 12:00pm

Mission

To collaborate with local Businesses, Faith Based Organizations, Education, Government, Law Enforcement agencies, Private, Not-for-Profit agencies, City and County Residents, to develop an all encompassing food drive to help feed the hungry right here in our community.

Goal

To build a safety net for those in need of food, increase the availability of food to those who are nutritional challenged, bring awareness of the ever growing issue of hunger, and develop a work plan to unite community food collections, to support our local food pantries.

I. Registration
   a. Workshop began at 10:12am

II. Welcome – Honorable Rodney J. Long, Alachua County Commissioner
   a. Normally any food donations received are given to the Food Pantries, but it is not enough to provide food throughout the year. The entire community should be involved in one huge food drive. We will be doing seven days of food drives to recognize National Hunger Month.
   b. The goal is to collect a minimum of 100,000 pounds of food and 1,000 turkeys in seven days. November 5th is tentatively set for, "Gators Strike Out Hunger Food Drive" at the Vanderbilt game. Comm. Long is speaking with Wal-mart and other food stores, but all the service, faith-based and business organizations should need to be involved. Media will be contacted so that the community knows what is happening. Between December and the next food drive is a long and difficult time for citizens to be without food.
   c. Mission: To collaborate with local Businesses, Faith Based Organizations, Education, Government, Law Enforcement agencies, Private, Not-for-Profit agencies, City and County Residents, to develop an all encompassing food drive to help feed the hungry right here in our community.
   d. Goal: To build a safety net for those in need of food, increase the availability of food to those who are nutritional challenged, bring awareness of the ever growing issue of hunger, and develop a work plan to unite community food collections, to support our local food pantries.

e. A couple of years ago, the County and City started the Food Security Plan, which was used to address the needs of the community. It has not been successful yet, because it needs a community effort.

III. Video Presentation – Hard Times Generation – Homeless Kids
   a. Video: A documentary of a town outside Orlando.
   b. Soon, there will be 25% of children would be homeless, which would rival the figures from the Great Depression.
   c. Seminole County shelters wanted to split the family into boys and girls. Living in a van, and motels were the only option to stay together.
   d. 14 million children were homeless two years ago. Now up to 16 million children.
   e. 67 hotels house 500 children outside Disneyworld.
   f. Some families choose between electricity and food. Some children believe it is their fault that their family is in poverty because they cost money and cannot contribute.
   g. This easily could have been Alachua County.

IV. Purpose – Honorable Rodney J. Long, Alachua County Commissioner
   a. This community will try to solve our problems. There are children and seniors that may have one meal today from a recreation center.
   b. Two years ago was a Hunger Summit, hosted by Alachua Commissioner Rodney Long and former Mayor Pegeen Hanrahan of the City of Gainesville. The event was organized by John Skelly from Alachua County Poverty Reduction, which started the Alachua County Nutrition Alliance, chaired by former commissioner Jack Donovan.

V. Alachua County Local Food Pantries Update: Gainesville Community Ministry and Lazarus Restorations Ministries were not in attendance.

   a. Salvation Army
      i. Present: Lt Preston Lewis
         1. Has a food pantry that is emptied out every week. 12-20 people come by each day and generate 1000 pounds each week.
         2. He believes that 100,000 is not a big enough goal.

   b. Catholic Charities
      i. Cathy Ann Solomon
         1. Catholic Charities hears stories similar to the ones in the video every day. They assist with families and adoptions. Their Faith Mobile program visits Bell, Williston, Hawthorne, etc. Services also include RESPIT Care, Human Trafficking and they have an office in High Springs.

2. 25,000 persons served last year. 18,000 in High Springs and 6,000 in the rural areas.
3. A lady has an autistic child, recently lost her lost job and her husband works in Gainesville. They had not had food for the entire weekend and were very hungry. Her husband came by and picked up food and was crying tears of relief.
4. There was a family that drove in from Missouri because their son had been flown into Shands due to a rare Cancer and they had no food, shelter, etc when they arrived. Catholic Charities was able to provide shelter, diapers, food, etc.
5. The assistance the agency brings to people, gives hope when there is none.

c. Bread of the Mighty Food Bank
    i. Marcia Conwell
        1. They are a warehouse Food Bank for 5 counties. They have backpack programs and 14 places around the counties to provide food to citizens. During the month of June, they passed out 346,000 pounds to citizens.

d. Alachua County Hunger Abatement Plan
    i. Jim Hencin
        1. Mr Hencin is representing Alachua County Nutrition Alliance. 6 workgroups met on a regular basis for 9 months to construct the Hunger Abatement Plan which is available online at www.alachuacounty.us under Items of Interest or www.feedalachua.org.
        2. Hunger Abatement Plan: To ensure implementation of the plan, increase utilization of Government programs such as WIC and SNAPS, expand customer service capabilities of service providers, expand knowledge of economical food acquisitions and storage, and to increase the amount of healthy food available.
        3. ACNA meetings held on third Monday of every month at 1:30pm at Highland Presbyterian Church and it is open to the public.
        4. Food Security Summit from last November hosted by Poverty Reduction Office decided on three primary Goals.
            a. Promote use of WIC program in community.
            b. Advance availability of food through Weekend Backpack Program
            c. Increase local efforts to collect, store, and distribute perishable foods.

i. Example: Catholic Charities now has a freezer and a fridge to store more perishable foods.

5. Rodney Long recognized members of the groups that participate in ACNA.

e. Gainesville Harvest – Dr. Sarah Stone
   1. Receives perishable goods from farms, grocery stores, etc. The imperfect foods will be harvested and distributed within 48 hours to food pantries.
   2. Santa Fe College is now a distribution center for the past year. Boo at the Zoo is a food drive to collect food for Gainesville Harvest.
   3. Pantry open Monday and Tuesday, where they track what they receive, to be distributed. Usually a bread and a sweet until they are all gone. They have not had to throw out anything by Tuesday at 4pm when they close.

VI. Developing Strategies for County-Wide Food Drive (Breakout Sessions)
   a. What is your organization's goal to reach our goal? How will you implement that plan? The Backpack Program and Food Banks will be getting a majority of the food, but 1000 boxes including a turkey will be distributed to 1000 families throughout the community during the Thanksgiving holidays beyond the ones provided by the current Hope for the Holidays Program.
   b. Current process for receiving referrals:
      i. Calling United Way 211 to provide resources and referrals or Alachua County, Law Enforcement, or local Churches.
      ii. Short-term need for food will be referred to Catholic Charities, Salvation Army, etc, while long-term needs for food are referred to DCF and SNAP.
   c. What is the dynamic between need for cash and need for food? May need cash contributions to provide elements of the boxes that may not be collected.
      i. PPC will be collecting cash contributions for thanksgiving boxes.
      ii. Trinity does 1500 baskets already, but this initiative will be providing another 1000 boxes on top of that. They will join discussions with the food banks.
      iii. UAA already does 2 food drives and would like to collaborate with this project as well.
   d. Five Sub-Committees were created.
      1. Faith Community
      2. Food Pantries
      3. Education/Civic (Higher, Public, Fraternities, Sororities, Civic, Social)

4. Business Community
5. Government Agencies (City, County, Law Enforcement, State's Attorney, etc)

e. Complete back of program, sign the sign-in sheet, and select Chair and Vice-Chair. Report how the strategy will be implemented over the next 45 days.

VII. Reports from Stakeholder Groups on Strategies for a Successful Food Drive

a. Food Pantries
   i. Identified three different groups that will benefit from the hard work.
      1. Backpack Program
         a. Collaboration between Catholic Charities (will be applying for CAPP funding), Food for Kids, and other backpack programs will occur. All of them met last Thursday already.
      2. Bread of the Mighty Food Bank (will receive most of the share)
      3. Other Food Pantries
   ii. There is a need to reach out to smaller cities and communities. For a previous event, they asked the mayors of those areas to identify 25 families that needed assistance. They were held responsible for picking up and distributing baskets for those families. This should be done for this event as well.
   iii. There needs to be one comprehensive unduplicated master list and Trinity will take the lead to provide that list. The 1000 baskets will be addition to Trinity's efforts for a total of 2500 baskets to be distributed this season.
   iv. The goal will be 100,000 pounds minimum collected based on the needs of the community. The group will meet within the next 45 days.

b. Faith Community
   i. Chair: Judy Helling; Vice-Chair: Pastor Shirley Watts
   ii. Ideas
      1. Thru Pastor Watts and the radio, give each church an opportunity to have air time to mention their food drive.
      2. Each church will contact each sister congregation to assist in the food drive.
      3. Church leaders will designate a person in their church to lead the efforts.
      4. They will take a week before the food drive for a special collection towards this effort as to not disrupt their own food drives.

5. As a subcommittee, they will decide an amount that will be obligated towards the main goal. For example, 20,000 out of the 100,000 pounds.

c. Government Agencies (City, County, Law Enforcement, State's Attorney, USPS, DCF, Library, Homeless Prevention)
   i. Kathleen Pagan recorded for the group, but is not the chair. The following were represented: US Postal Service, County, City, Sheriff, Department of Children and Families, Library, and Office on Homeless Prevention.
   ii. County has Tools for Schools Program already set up at 45 locations countywide and could be turned into food collection points afterwards.
   iii. Curbside food donations may be an option. USPS has a program a few times a year that will leave a card in the mail to collect food for the National "Stamp Out Hunger" Food Drive on a certain date.
   iv. There was a concern for duplication
      1. First week of November traditionally, the County employees are usually focusing on a United Way food drive.
   v. A community wide online year-round calendar has been suggested to keep track of all the food drives, with info and dates of the Hunger Abatement plan activities (such as ACNA, United Way activities, Boy Scouts, etc) and can be put on TV.
   vi. There needs to be a coordination among Agencies and Organizations
      1. US Postal Service has efforts in December
      2. This fall, City of Gainesville will be hosting United Friday on behalf of United Way before home games and should work with downtown business to do a collection of cash or cans.
      3. Reverse Farmers Markets where people can bring in canned items to the farmers markets, or when someone buys from a farmer they can make a cash donation.
      4. Also, providing collection points at city and county commission meetings.
   vii. Government agencies can assist with Demand and Distribution Analyses.
   viii. Discussions with Employee Public Unions.
   ix. There should be one coordinator designated to coordinate efforts.
   x. The group will continue working with ACNA and host meetings there.

d. Education (Higher, Public, Fraternities, Sororities, Civic, Social)
   i. Anna Prizzla spoke for the group. Rebecca Thompson is the Chair.
   ii. Santa Fe is willing to up the game with Boo at the Zoo collection center by possibly adding a turkey drive.

iii. UF will have a food drive effort at the school with several sites and getting the student organizations involved, including UAA. There is already two food drives already, but they are not sure where that food goes, so they will make sure.
iv. The weekend of the 5th Football game against Vanderbilt occurs during the food drive, and efforts will be made to host a collection where the count will be included towards this food drive. Martin will be contacted to make this possible.
v. Slow Food, Grow Gainesville, and Florida Organic Growers to collect fresh produce to be included towards the baskets. They can get a pledge for produce to be provided the week of the basket distribution.
vi. UF Engineering has done Can-struction at the mall before, and may be able to be done again.
vii. May provide a shopping list to agencies/stores to help organize what is needed.
viii. Partnering with grocery stores, to possibly provide sales that week. Also possibly providing some food already put in a brown paper bag to be purchased at the store that will be given to the drive.
ix. Student Clubs at Santa Fe may do interdepartmental contests.

e. Business Community
i. Ronda Roberts recorded and spoke with the group as the Chair.
ii. Networking with the Chamber of Commerce to speak with other businesses to find a fun way to donate. They will work to find ways to motivate that business's employees.
iii. Example: Ronda will ask her employees that when they shop Buy One Get One Free sales, to put the Free item received into a separate bag to be donated to the event.
iv. Every branch of Regions Bank will be asked to provide a turkey.

f. Rodney Long will personally contacting with all major employers to find out what they can provide to this initiative, then will direct them to the Business Community Sub-Committee.

VIII. Next Steps and Future Meeting Dates
a. November 1st through 7th, 2011 will be the dates of the food drive.
i. Faith-based Group: That Sunday is the major drive day. Can be done previous Sundays, but the 6th would be the biggest push.
ii. November 5th Saturday, USPS should focus on that day, as well as the Vanderbilt game.
iii. Education: tell Long what is the best day
iv. Government agencies and Businesses: use that entire week instead of one day.
b. The video is available through Marie Small

c. Major Drop-Off Point is Monday, November 7th 8am through 6pm at Citizens Field on Waldo Road. Semis will be provided to send to the pantries as well as weigh the collected foods.

IX. Commentary by Randall H. Reid, County Manager.

a. The County is hosting community discussions over three days to provide insight between community members and the county regarding the budget. All in attendance are invited to attend.
b. The one at the Health Department Auditorium will be at 6:30 on August 1st following the 4 As Meeting. Discussions are limited to 50 people, so RSVP as soon as possible.

X. Closing Remarks – Honorable Rodney J. Long, Alachua County Commissioner

a. Each leader will be provided the list of their group members, who are to be contacted and come up with an initiative to be discussed.
b. Workshop adjourned at 12:17pm.

Mission

To collaborate with local Businesses, Faith Based Organizations, Education, Government, Law Enforcement agencies, Private, Not-for Profit agencies, City and County Residents, to develop an all encompassing food drive to help feed the hungry right here in our community.

Goal

To build a safety net for those in need of food, increase the availability of food to those who are nutritional challenged, bring awareness of the ever growing issue of hunger, and develop a work plan to unite community food collections, to support our local food pantries.

Sequence of Events

I. **Registration**

II. **Welcome and Purpose - Honorable Rodney J. Long, Alachua County Commissioner**

I. **Video Presentation - Hard Times Generation – Homeless Kids**

II. **Alachua County Local Food Pantries Updates: (two minutes each)**

Salvation Army..... Mr. & Mrs. Lieutenant Lewis
Bread of the Mighty Food Bank..... Ann Voyles
Catholic Charities..... Cathyann Solomon
Gainesville Community Ministry..... Michael Wright
Gainesville Harvest..... Frances Leslie
Lazarus Restoration Ministries, Inc..... James Nelson
Alachua County Hunger Abatement Plan.....Jim Hencin, Vice-Chairperson
Alachua County Nutrition Alliance

V. **Developing Strategies for County-Wide Food Drive**
(Stakeholder Groups Breakout Sessions)

- Faith Community,
- Higher Education
- Public School System
- Business Community
- Law Enforcement
- Government Agencies
- UF Fraternal & Sororities
- Service Organizations
- Media Organizations
- Alachua County Pan-hellenic Council

VI. **Reports from Stakeholder Groups on Strategies for a Successful Food Drive**

VI. **Next Steps and Future Meeting Dates**

VII. **Closing Remarks – Honorable Rodney J. Long, Alachua County Commissioner**

Make Your Commitment Today !

Name: _____

Title: _____

Company: _____

Address: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Do you know someone else who may be interested?

Name: _____

Title: _____

Company: _____

Address: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Here are my ideas about what I can do to help…….

_____

_____

_____

_____

_____

Strike Out Hunger In Alachua County

Community-Wide Food Drive Workshop

Tuesday, July 26, 2011, 10:00 am- 12:00 noon

Alachua County Health Department

224 SE 24th Street, Gainesville, Florida

Alachua County, Florida

Facilitator
Honorable Rodney J. Long, Alachua County Commission

Dear Workshop Participants,

On behalf of Alachua County Government, I would like to thank you for participating in the Alachua County "Strike Out Hunger" food drive workshop that was held July 26, 2011. The turnout was great and the workshop was an overwhelming success. I would also like to thank Marie Small, Manager for Partners for a Productive Community and other county staff for a job well done.

The workshop included representatives from government agencies, not-for-profits, social/civic organizations, faith leaders, and our food bank and pantries who came together to begin developing a strategic plan for a county-wide food drive that will assist in abating Alachua County's hunger and food insecurity among our most vulnerable and nutritionally challenged residents, especially our children.

Below are the 5 workgroup committees and the chairpersons who were chosen to lead their committees by working over the next couple of months on various strategies to reach our goal of collecting a minimum of 100,000 pounds of nonperishable food items and turkeys:

Business Work Group – Ronda Roberts, Regions Bank, 313-6740, ronda.roberts@regions.com

Faith Based Work Group – Judy Helling, First Lutheran Church, 376-8607, jandjhelling@bellsouth.net

Government Work Group – Kathleen Pagan, Alachua County, 374-5249, kpagan@alachuacounty.us

Social Organizations/Civic/Education work Group – Rebecca Thompson, United Way, rthompson@unitedwayncfk.org

Food Bank/Pantries Work Group – Jim Hencin, Retired, jshencin@bellsouth.net

It is imperative that we continue with the momentum generated during the workshop. Each workgroup leader will be contacting their members to schedule your next committee meeting to begin implementation of your committee's strategies. Attached are the meeting minutes, a copy of the agenda and flyer and the contact list of participants from the July 26th Workshop Meeting.

In closing, the next meeting of all participating organizations will be September 20th at 10:00 a.m. – 12:00 p.m. at the Martin Luther King, Jr. Multipurpose Center located at 1028 NE 14th Street. Please RSVP your attendance by September 6th by emailing Marie Small at mdsmall@alachuacounty.us or call her at 352-264-6745. If you have questions, or if you are in need of a meeting place for your committee, please do not hesitate to contact Ms. Marie Small.

Again, on behalf of the citizens of Alachua County, I want to thank you in advance for your support in developing a strategic plan for our county-wide food drive to "Strike Out Hunger."

As always, I am

Willing to Serve,

Rodney J. Long

lachua County Commissioner

Dear Mayor ,

On Tuesday, July 26, 2011, over 60 leaders from our business, faith, civic, government and educational communities came together to begin planning for the 2011 Alachua County "Strike Out Hunger" food drive scheduled for the week of November 1 – 7, 2011 in recognition of National Hunger Month.

I'm contacting you personally to invite you, or your designee to participate in the Alachua County Community Wide "Strike Out Hunger Food Drive" to help us obtain our goal of collecting a minimum of 100,000 pounds of nonperishable foods and 1,000 turkeys to meet the needs of our citizens who are nutritionally challenged. The non-perishable foods will be given to our local food pantries for distribution.

In the past food drives have primarily been managed through numerous agencies and organizations at various times throughout the year. This year we are asking organizations to join with Alachua County to plan a Countywide Food Drive that we hope will continue as an annual event.

During the July 26th workshop, organizations began the work of developing a strategic plan for a countywide food drive by assessing strengths and weaknesses in our present efforts. We established linkages and identified ways to create a food security system that would improve the self-reliance of community members over their food needs.

As the Chief Elected Official in your community, your input is critical to the success of the workshop and creation of a strategic plan for the Alachua County Community Wide "Strike out Hunger Food Drive." We need your help! Please join our efforts by sending a representative from your organization to work with our Government Work Group and provide input on how government agencies, including yours, can help us achieve our goal. The Government Workgroup Leader is Kathleen Pagan of Alachua County. She can be reached at 352-374-5249 or you can email her at kpagan@alachuacounty.us.

The next meeting of all participating organizations will be September 20th, 10:00 a.m. – 12:00 p.m. at the Martin Luther King, Jr. Multipurpose Center located at 1028 NE 14th Street. Please RSVP your attendance by September 6th by emailing Marie Small at mdsmall@alachuacounty.us or by calling her at 352-264-6745. If you have questions please do not hesitate to contact Ms. Marie Small.

In closing, I am attaching the meeting minutes, program and flyer from the July 26th workshop. Thank you in advance for your support in developing a strategic plan for our Community Wide food drive to "Strike Out Hunger."

As always, I am

Willing to Serve,

Rodney J. Long

Alachua County Commissioner

Dear Business Community Leaders,

On Tuesday, July 26th, over 60 leaders from our business, faith, civic, government and educational communities came together to begin planning for the 2011 Alachua County "Strike Out Hunger" food drive scheduled for the week of November 1 – 7, 2011 in recognition of National Hunger Month.

We missed you at our first planning meeting, so I'm contacting you personally to invite you, or your designee to participate in the Alachua County Community Wide "Strike Out Hunger Food Drive" to help us obtain our goal of collecting a minimum of 100,000 pounds of nonperishable foods and 1,000 turkeys to meet the needs of our citizens who are nutritionally challenged. The non-perishable foods will be given to our local food pantries for distribution.

In the past food drives have primarily been managed through numerous agencies and organizations at various times throughout the year. This year we are asking organizations to join with Alachua County to plan a Countywide Food Drive that we hope will continue as an annual event.

During the July 26th workshop, organizations began the work of developing a strategic plan for a countywide food drive by assessing strengths and weaknesses in our present efforts. We established linkages and identified ways to create a food security system that would improve the self-reliance of community members over their food needs.

As a major employer in our community, your input is critical to the success of the workshop and the creation of a strategic plan for the Alachua County Community Wide "Strike out Hunger Food Drive". We need your help! Please join our efforts by sending a representative from your organization to work with our Business Work Group and provide input on how business groups, including yours, can help us achieve our goal. The Business Workgroup Leader is Ronda Roberts of Regions Bank. She can be reached at 352-313-6740 or you can email her at ronda.roberts@regions.com.

The next meeting of all participating organizations will be September 20th, 10:00 a.m. – 12:00 p.m. at the Martin Luther King, Jr. Multipurpose Center located at 1028 NE 14th Street. Please RSVP your attendance by September 6th by emailing Marie Small at mdsmall@alachuacounty.us or calling her at 352-264-6745. If you have questions please do not hesitate to contact Ms. Small.

In closing, I am attaching the meeting minutes, program and flyer from the July 26th workshop. Thanks in advance for your support in developing a strategic plan for our Community Wide food drive to "Strike Out Hunger."

As always, I am

Willing to Serve,

Rodney J. Long
Alachua County Commissioner

Alachua County - Strike Out Hunger Food Drive Planning Meeting Participants 7-26-11

Group	Name	Organization
Business	**Ronda Roberts**	**Regions Bank**
	Ashley Singleton	Bank of America
	Gabrielle Sporlin	CH2M HILL
Food Bank	Stan Blomeley	Newberry UMC
	Kelly Corbitt	Salvation Army
	Marcia Conwell	Bread of the Might Food Bank
	Lt. Preston Lewis	Salvation Army
	Jennifer Moore	Food4Kids Backpack Program of N.FL
	Andrew Pridgen	Trinity UMC
	CathyAnn Solomon	Catholic Charities
	Sarah Stone	Santa Fe College
	Deborah Talbot	Bread of the Might Food Bank
	Anne Voyles	Bread of the Might Food Bank
	Jim Hencin	
Government	**Kathleen Pagan**	**Alachua County**
	Katie Fields	Alachua County Sheriffis Office
	Teressa Hill	United States Postal Service
	Shaney T. Livingston	Alachua County Library District
	Theresa Lowe	Alachua County Housing Authority
	Fred Murry	City of Gainesville
	Cherly Twombly	Department of Children and Families
	John Wachtel	City of Gainesville
	Steve White	Department of Children and Families
Education/Civic	**Rebecca M. Thompson**	**United Way**
	Bettye Basher	University of Florida
	Kerry Chancey	Santa Fe College
	Joyce Daniels	Alachua County Public Schools
	April Griffin	Alachua County Public Schools
	Bettye G. Jennings	The Charmettes, Inc.
	Annette D. Kleckley	The Charmettes, Inc.
	Kelly Kostamo	Alachua County Public Schools
	Johnny Lloyd	Phi Beta Sigma Fraternity, Inc.
	Taylor Morgan	United Way
	Anna Prizzla (Priffla)	Unicersity of Florida
	Karen Cole-Smith	Santa Fe College
	Ernest Wilson	Omega Psi Phi Fraternity, Inc
Faith	**Judy Helling**	**First Lutheran Church**
	Dr. Shirley Watts	**Community Praise Center/ Praise 107.5**
	Justin Auxter	Spirit of Faith Christain Center
	Nicole Auxter	Spirit of Faith Christain Center
	Stanley Blomeley	Newberry UMC
	Anquetta Carr	Community Praise Center/ Praise 107.5
	Ashley Gaither-Core	Passage Family Center
	Lina Cortes	Ignite Life Center
	Lekisha Ferguson	Hope to the World Church
	Alvin Gaither, Jr.	Passage Family Center

Alachua County - Strike Out Hunger Food Drive Planning Meeting Participants 7-26-11

oup	Name	Organization
	Laurie Knuth	Abiding Savior Lutheran
	Annie Lee	Beyond the Box Ministry In Christ Inc.
	Lillie B. McGee	Hope to the World Church
	Clifford Patrich	New Beginnings COGBF
	Shane Powers	Orange Heights Baptist Church
	Kevin Thorpe	Faith Church
	Ruth Shepard	Archer Churcher of the Nazarene
	Faye Wilson	Archer Churcher of the Nazarene

Alachua County Florida
A Proclamation

Declaring "Constitution Week" in Alachua County, Florida

Whereas, *September 17, 2011 marks the two hundred and twenty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention of 1787; and*

Whereas, *we believe that it is fitting and proper to accord official recognition to this magnificent document and the anniversary of its creation; and to the patriotic celebrations which will commemorate the occasion; and*

Whereas, *Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through the 23rd as Constitution Week; and*

Whereas, *the Board of County Commissioners invites the citizens of Alachua County to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim the week of September 17 through 23 as "Constitution Week" in Alachua County, Florida.

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

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

BOARD OF COUNTY COMMISSIONERS OFFICIAL SEAL ALACHUA COUNTY, FLORIDA

ATTEST:

J.K. Irby, Clerk

County of Alachua Florida
A Proclamation

"Muscular Dystrophy Association Firefighter Appreciation Month" in the County of Alachua, Florida

Whereas, *hundreds of dedicated and selfless firefighters in our state provide vital and lifesaving services to the citizens of their communities; and*

Whereas, *at a moment's notice, these men and women risk their lives by subduing fires and rescuing those trapped in infernos, as well as saving citizens from emergencies that could have been deadly situations; and*

Whereas, *firefighters contribute significantly to the continued well-being of Alachua County through their outstanding commitment to community service. Their sense of duty and responsibility is evidenced by their hundreds of volunteer hours in annual boot drives to collect funds to fight Muscular Dystrophy; and*

Whereas, *for the past 50 years, firefighters throughout Alachua County and the nation have worked to eradicate the muscular dystrophies, Lou Gehrig's disease, myasthenia gravis and other neuromuscular diseases; and*

Whereas, *many of the Alachua County citizens have benefited from the funds raised by firefighters in the "Fill-the-Boot" Campaign, and these public servants make invaluable contributions to our city in all the tasks they perform.*

Now, therefore, through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim September 2011 as "Muscular Dystrophy Association Firefighter Appreciation Month" in Alachua County, Florida.

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

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk of Court

BOARD OF COUNTY COMMISSIONERS
OFFICIAL SEAL
ALACHUA COUNTY, FLORIDA

Alachua County Florida
A Proclamation

Declaring "Former Mayor-Commissioner Ed Jennings, Sr. Day" in Alachua County, Florida

Whereas, *Ed Jennings, Sr. was born on July 24, 1937 in Tampa, Florida, the tenth of fourteen children from the union of Willie and Clifford Jennings; and*

Whereas, *in 1963 he received a Bachelor of Science Degree in Biology from Bethune Cookman College with a minor in Chemistry. In 1964 he married Bettye Lucile Gibbs and moved to Duval Heights in Gainesville; and*

Whereas, *with the help of Chester Shell and Sid Martin, Sr., he began a life of public service. His first such endeavor was working with the Johnson Administration's War On Poverty program. While there, he started the Central Florida Community Action Agency that has served the citizens of Alachua, Levy and Marion Counties for over 40 years; and*

Whereas, *because of his community advocacy, he was recruited in 1971 to be the first Community Affairs Coordinator for the City of Gainesville. One of his many successes was the recruitment of the largest class of African American firefighters and policemen in the City's history. He also helped to stabilize community relations in the Duval neighborhood through establishment of the Northeast Community Center, which has served as a safe haven for thousands of young children; and*

Whereas, *in 1993 he was first elected as a Gainesville City Commissioner. Two full terms followed, during which time he served as Mayor Pro Tem in 1995 and became Gainesville's fifth African American Mayor-Commissioner in 1996. He is widely held to be responsible for the construction of the Martin Luther King, Jr. Multi-purpose Center; and*

Whereas, *Ed Jennings, Sr. is accompanied in life by his lovely wife of forty-seven years, Bettye Gibbs Jennings. Their extended family includes sons Byron and Ed Jr., Ed Jr.'s wife Heidi and five grandchildren. Ed Jennings, Sr. is a member of Campus Church of Christ and Omega Psi Phi Fraternity, Inc., and is a Master Mason.*

***Now, therefore,* through the authority vested in me by the Board of County Commissioners of Alachua County, Florida, I do hereby proclaim August 28, 2011 as "Former Mayor-Commissioner Ed Jennings, Sr. Day" in Alachua County, Florida.**

Duly proclaimed this 28th day of August, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

BOARD OF COUNTY COMMISSIONERS OFFICIAL SEAL ALACHUA COUNTY, FLORIDA

ATTEST:

J.K. Irby, Clerk

August 23, 2011 Regular BoCC Meeting
Agenda Item #7

Title
Economic Development Advisory Committee: appointment of two citizens and confirmation of one. (Amended)

Amount
N/A

Description
Consider the appointment of two citizens and the confirmation of the League of Cities' nominee to their representative position on the Economic Development Advisory Committee.

Recommendation
Appoint two citizens to the Economic Development Advisory Committee, one to the position of Alachua County Resident with a term ending December 2012, and one to the position of Alachua County Resident (Alternate) with a term ending December 2014. Confirm the nomination of one citizen to the League of Cities Representative position (non-voting), with no term expiration date.

Alternative(s)
Request another nominee.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

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

Documents Requiring Action
N/A

Executive Summary
The Economic Development Advisory Committee has fifteen positions and three of them are currently vacant. Five eligible citizens have applied.

Background
The current Economic Development Advisory Committee was created by County Resolution 08-66 to develop and provide policy recommendations to the BoCC related to the promotion of sustainable economic development activities within Alachua County. This committee also has certain responsibilities related to the redevelopment of the Phoenix Commercial Economic Enhancement District, in accordance with the Florida Brownfield Redevelopment Act. League of Cities Representative – confirm nomination of one to this non-voting position, no term expiration date: 1) The Honorable Bill Conrad, Mayor of Newberry Alachua County Resident – appoint one to term ending December 2012: 1) Charles Dutton 2) Dean Cheshire 3) Ruben Ramos 4) Timothy Treweek Alachua County Resident (Alternate) – appoint one to a term ending December 2014: 1) Charles Dutton 2) Dean Cheshire 3) Ruben Ramos 4) Timothy Treweek

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: EDAC Tally Sheet.pdf
Attachment: EDAC Membership.pdf
Attachment: CheshireD Real Estate Prof.pdf
Attachment: ConradB LOC Rep with Letter.pdf
Attachment: DuttonC League of Cities.pdf
Attachment: RamosR Resident.pdf
Attachment: TreweekD Econ Dev Org w Resume.pdf
Attachment: EDAC Attendance.pdf

COMMITTEE: Economic Development Advisory Committee 08/23/11

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
League of Cities Representative (non-voting) – confirm nomination of one, no term expiration date					
Bill Conrad					
Alachua County Resident – appoint one to a term ending December 2012:					
Charles Dutton			✓	✓	
Dean Cheshire	✓				
Ruben Ramos					
Timothy J. Treweek	✓	✓			✓
Alachua County Resident (Alternate) – appoint one to a term ending December 2014:					
Charles Dutton	✓		✓	✓	
Dean Cheshire					
Ruben Ramos		✓			✓
Timothy J. Treweek X					

Economic Development Advisory Committee (EDAC)

STAFF: Leslie McLendon - (352) 374-5249
STAFF: Mike Castine - 374-5249
STAFF: Rick Drummond - (352) 384-3078

4 year terms
Sunset date: 12/31/2012

NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 12/8/2009 Previous member: Shelton II, McArthur - Removal for Attendance 7/28/2011 Category: Alachua County Resident		12/31/2012		County
VACANT Appt Date: 1/1/2011 Previous member: Blanco , Frank E - Removal for Attendance 7/28/2011 Category: Alachua County resident - alternate		12/31/2014		County
VACANT Category: Alachua League of Cities Representative		12/31/2024		County
David R Ferro Appt Date: 1/1/2011 Previous member: Quigley , Mr. Jeff - Removal for Attendance Category: Actively engaged as a real estate professional in connection with economic/business development	2625 NW 52nd Avenue Gainesville, FL (h)(352) 222-5924 (w)(352) 371-6100 dave@daveferro.com	12/31/2014	1	County
M. David Gracy Jr. Appt Date: 1/13/2009 Previous member: Category: Actively engaged in Banking or finance in connection with economic/business development	6005 SW 35th Way Gainesville, FL 32608 (h)(352) 336-3039 (w)(352) 336-3039 dgracy@davidgracy.com	12/31/2012	1	County
Charles E Howe Appt Date: 8/25/2009 Previous member: Costello , Scott A - Resignation Category: Actively engaged with economic development organizations	20615 Railroad Avenue High Springs, FL 32643 (h)(386) 454-9675 (w)(386) 418-1051 chip@phoenixenergypark.com	12/31/2012	1	County
Kevin T Riordan Appt Date: 1/11/2011 Previous member: Foster , Mr. Robert E - Resignation Category: Actively engaged with economic development organizations	6503 SW 35 Way Gainesville, 32608 (h)(352) 372-6068 (w)(352) 219-7777 riordan6@hotmail.com	12/31/2012	1	County

Dr. William Van Dyke Jr. Appt Date: 1/11/2011 Previous member: Category: Actively engaged with economic development organizations	8708 SW 8th Place Gainesville, Fl 32607 (h)(352) 332-4859 vandykewp87@yahoo.com	12/31/2014	2	County
Janie Williams Appt Date: 1/11/2011 Previous member: Category: Actively engaged with economic development organizations	811 SW 5th Street Gainesville, FL 32601 (h)(352) 378-4586 jaidee811@aol.com	12/31/2014	2	County
Julia E Cole Appt Date: 1/11/2011 Previous member: Koford , Keith C - Resignation Category: Alachua County Resident	3603 NW 63rd Place Gainesville, 32653 (h)(352) 871-5354 (w)(352) 871-5354 jjhcole@aol.com	12/31/2014	2	County
Parker Van Hart Appt Date: 1/13/2009 Previous member: Category: Alachua County Resident	2217 NW 44th Place Gainesville, FL 32605 (h)(352) 384-9229 (w)(352) 317-6835 pvanhart@yahoo.com	12/31/2012	1	County
Erik Bredfeldt Appt Date: 1/13/2009 Previous member: Category: City of Gainesville representative	P.O. Box 490 Gainesville, FL 32602 (w)(334) 501-2 bredfeldea@cityofgainesville.org	12/31/2024	1	County
Dug D Jones Appt Date: 10/26/2010 Previous member: Kinsey , Juliun L - Resignation Category: Santa Fe College Representative	370 NW 46th St Gainesville, FL, 32607 (h)(352) 373-8314 (w)(352) 395-5269 dug.jones@sfcollege.edu	12/31/2024	1	County
Gunnar Paulson Appt Date: 12/14/2010 Previous member: Eubank , Mr. Wes F - Other Category: School Board of Alachua County Representative	620 E. University Avenue Gainesville, 32601 (h)(352) 378-5741 (w)(352) 955-7880 paulson@gm.sbac.edu	12/31/2024	1	County
Jonathan H Hamilton Appt Date: 1/13/2009 Previous member: Category: University of Florida Representative	1641 NW 19th Circle Gainesville, FL 32605 (h)(352) 335-1243 (w)(352) 392-2999 Hamilton@ufl.edu	12/31/2024	1	County
Report Date: 8/2/2011 @ 2:19 PM				

Attendance Report for the last 7 meetings.

Economic Development Advisory Committee (EDAC)
Staff Liaison: Leslie McLendon, Mike Castine, Rick Drummond

Member	Position	Mbr Start	Mbr End	1/27/2011 2:30 PM	2/24/2011 2:30 PM	3/24/2011 2:30 PM	4/28/2011 2:30 PM	5/26/2011 2:30 PM	6/16/2011 2:30 PM	7/28/2011 2:30 PM	Meetings Attended
Blanco , Frank E	Alachua County resident - alternate	1/1/2011	7/28/2011	A	A	A	C	A	A	A	0 of 6
Bredfeldt, Mr. Erik	City of Gainesville representative	1/13/2009		A	A	A	C	A	A	A	0 of 6
Cole , Julia E	Alachua County Resident	1/11/2011	12/31/2014	A	P	P	C	P	P	A	4 of 6
Ferro , David R	Actively engaged as a real estate professional in connection with economic/business development	1/1/2011	12/31/2014	P	P	P	C	A	P	P	5 of 6
Gracy Jr., Mr. M. David	Actively engaged in Banking or finance in connection with economic/business development	1/13/2009	12/31/2012	P	P	A	C	A	P	A	3 of 6
Hamilton , Dr. Jonathan H	University of Florida Representative	1/13/2009		P	P	P	C	P	A	P	5 of 6
Howe , Charles E	Actively engaged with economic development organizations	8/25/2009	12/31/2012	P	A	P	C	P	P	A	4 of 6
Jones , Dug D	Santa Fe College Representative	10/26/2010		P	P	P	C	A	P	P	5 of 6
Paulson , Gunnar	School Board of Alachua County Representative	12/14/2010		P	P	A	C	P	P	P	5 of 6
Riordan , Kevin T	Actively engaged with economic development organizations	1/11/2011	12/31/2012	P	P	P	C	P	P	P	6 of 6
Shelton II, McArthur	Alachua County Resident	12/8/2009	7/28/2011	P	A	P	C	A	A	A	2 of 6
Van Dyke Jr., Dr. William	Actively engaged with economic development organizations	1/11/2011	12/31/2014	P	P	A	C	P	P	P	5 of 6
Van Hart, Parker	Alachua County Resident	1/13/2009	12/31/2012	P	P	A	C	P	P	A	4 of 6
Williams , Ms. Janie	Actively engaged with economic development organizations	1/11/2011	12/31/2014	P	P	A	C	P	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]

received 10-21-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Economic Development Advisory Committee

Board Position (type of position/category): Active Real Estate Professional w/ economic business / development

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: DEAN RYAN CHESHIRE

ADDRESS: 1325 NW 53rd Avenue STE E CITY: Gainesville ZIP CODE: 32609

E-MAIL ADDRESS: deancheshire@yahoo.com TELEPHONE: HOME: 352.745.1883 OFFICE: 375-2121

OCCUPATION: Real Estate / Property Mangmt PLACE OF EMPLOYMENT: Gainesville, Cheshire Companies

EDUCATION: Bachelors, Political Science PROFESSIONAL ORGANIZATIONS: Chamber of Commerce,
M.M.B.A. Masters in Business Administration Realtor

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? 28 years If no, what county? ___

Are you currently serving on a board?
No ☒ Yes ☐ Name of board(s): ___

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Entrepreneurial Small Business owner,
MBA, advanced economics understanding

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Sustainable development experience + instruction

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

- Strong understanding + proof of success in business, entrepreneurship
- Ties to UF + Santa Fe
- Strong educational background pertaining to committee's focus

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 ☐ 10-20-2010 (DATE) Dean R. Cheshire (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 ☐ 10-20-2010 (DATE) Dean R. Cheshire (SIGNATURE)

1325 N.W. 53rd Avenue Suite E • Gainesville, Florida 32609 • 352.745.1883 • dean@cheshirecompanies.com

Dean R. Cheshire

SUMMARY

- Co-founder & Head of Virtual Production, 10VOX Entertainment, LLC. 10VOX Entertainment, LLC owns the TRACKSTERS and KooKeys product lines.
- Areas of Expertise: start-up companies, strategic business design, contract negotiations, technology development, and project management
- International business experience: China, Israel, France, Spain, Russia, Argentina, Australia, Canada.
- Licensed Real Estate Salesperson & Small Business Owner

SKILLS & ACCOMPLISHMENTS

M.B.A., University of Florida Hough Graduate School of Business (2009)
Earned M.B.A. while working full-time as an active partner in three separate businesses; graduated near top of class.

Co-Developer of TRACKSTERS, *2009's Australian Boys Toy of the Year*
Strategic planner, project manager, and co-developer of 10VOX Entertainment's TRACKSTERS product line. TRACKSTERS received national televised coverage with the Top Toys Under $20 as presented by Anderson Cooper on LIVE! with Regis & Kelly in 2009. The TRACKSTERS line has been dubbed a "paradigm shifter" by a leading industry resource, PlayThings *magazine. www.TRACKSTERS.com*

Co-Inventor of Intellectual Property for Massive Multiplayer Online Games: Five Patents Pending
Instrumental in the development of two utility applications and three provisional patent applications pertaining to navigation, design, delivery medium, and e-learning functions for Massive Multiplayer Online Games (MMOG's); officially recorded as a co-inventor on each of these applications.

Subject of Study for the Warrington College of Business Center for Entrepreneurship & Innovation *GatorNest* Program (2005)
As the Chief Operating Officer of BioFilter Systems, LLC, I worked to turn the company's environmentally friendly, highly energy-efficient fluidized bed filtration technology into a viable business model. In recognition of our budding success as a "green" company, the GatorNest team performed an in-depth study of our business model, operations, and management. I had the honor to become an integral part of their entrepreneurial research into our company.

PROFESSIONAL EXPERIENCE

2004— 2005 — ***BioFilter Systems, LLC*** — ***Gainesville, Florida***

Chief Operating Officer
Head of Operations & Strategic Development for BioFilter Systems, LLC.

2004— 2010 — ***Southern Equity Investments, Inc.*** — ***Gainesville, Florida***

Vice President
Southern Equity Investments is a diversified real estate investment and holdings company with over 200,000 square feet of commercial holdings in Florida and Texas. As Vice President of the company, my role includes investment analysis, managing marketing efforts, negotiating strategic partnerships, and property management.

2006— 2010 — ***DRC Properties, LLC*** — ***Gainesville, Florida***

Owner / Manager
DRC Properties owns and manages a portfolio of commercial real estate.

2007— 2010 — ***10VOX Entertainment, LLC*** — ***Gainesville, Florida***

Co-founder; Head of Virtual Production
10VOX Entertainment, LLC was founded by a small group of local investors to develop innovative product-based MMOG's to capitalize on the explosive growth of the MMOG phenomenon. During my tenure at 10VOX, I have collaborated to co-develop two product-based Massive Multiplayer Online Games: TRACKSTERS and KooKeys, as well co-invent new technologies for used in these products. My role includes contract negotiations, international project management, strategic business planning, marketing, software design, and intellectual property development.

EDUCATION

Degrees

2000— 2003 — ***Santa Fe Community College*** — ***Gainesville, Florida***

Degree: Associate of Arts

2003— 2005 — ***University of Florida College of Liberal Arts & Sciences*** — ***Gainesville, Florida***

Degree: Bachelor of Arts
Cum Laude, 3.75 GPA

2007— 2009 — ***University of Florida Hough Graduate School of Business*** — ***Gainesville, Florida***

Degree: Masters of Business Administration

CERTIFICATIONS

2005—

Licensed Florida Real Estate Salesperson

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Economic Development Advisory Board

Board Position (type of position/category): Alachua Co. League of Cities / Mayors Rep.

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: Bill Conrad

ADDRESS: 345 SW 255th St CITY: Newberry ZIP CODE: 32669

E-MAIL ADDRESS: billconradconstruction@yahoo.com TELEPHONE: HOME: 472-9273 OFFICE: 472-2161

OCCUPATION: Mayor PLACE OF EMPLOYMENT: City of Newberry

EDUCATION: MBA PROFESSIONAL ORGANIZATIONS: FMPA, FMEA, FLC

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? 9yrs If no, what county?_____

Are you currently serving on a board?

No ☐ Yes ☐ Name of board(s): _____

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Mayor Newberry
Member Board of Directors, Fla Municipal Power Associations
Member Policymakers Committee - American Public Power Assn

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

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

I have an MBA and Background in Planning.

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 ☐ 8/1/14 _____
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 ☐ 8/1/14 _____
DATE SIGNATURE

Rev. 06/2009

ALACHUA COUNTY LEAGUE OF CITIES

P. O. BOX 1645

GAINESVILLE, FLORIDA 32601

July 8, 2011

Ms. Mary Lowry
Alachua County Board of County Commissioners
P.O. Box 2877
Gainesville, Florida 32602

Dear Ms. Lowry:

The Alachua County League of Cities selected Mayor Bill Conrad of Newberry, at the May 24, 2011 regular meeting, held in Hawthorne, Florida to serve as the Board's representative on the Economic Development Advisory Committee (EDAC).

Please do not hesitate to contact me if you require additional information. I can be reached at 353-665-4535 or email dedavis48@gmail.com.

Sincerely,

Diana Davis
Executive Director
Alachua County League of Cities

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3403

Name of Advisory Board/Committee:
Economic Development Advisory Committee (EDAC)

Applying For:
Alachua League of Cities Representative (Non-voting)

First Name:
Charles

Middle Initial:
E

Last Name:
Dutton

Suffix:

Address:
16880 NW 166th Road

City:
Alachua

Zip Code:
32615

E-Mail Address:
charledwd@yahoo.com

Home Phone:
352-872-2363

Work Phone:
352-955-6418

Ext:

Occupation:
Paralegal Specialist

Place of Employment
Department of Children & Families

Education:
Bachelor Degree, Master's Theology (Completing)

Professional Organizations:
National Association of Legal Assistance, Former Member Texas Bar Association, Ancient Free Accepted Mason

Age (60 and over):

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

Are you a resident of Alachua County?
Yes

If yes, how long?
(4) Months

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?
No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:
Dallas Pleasant Grove Economical Development Board

Training or Experience Related to the Appointment:
Sociology Minor (College)

What contributions do you feel you could make if you were selected for this board?
I can Contribute a new and fresh prospective on the overall conty objectives and renew and esablish new business relationships for economical growth

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 #:3199

Name of Advisory Board/Committee:
Economic Development Advisory Committee (EDAC)

Applying For:
Alachua County Resident

First Name:
RUBEN

Middle Initial:
O

Last Name:
RAMOS

Suffix:

Address:
4113 NW 68TH DRIVE

City:
GAINESVILLE

Zip Code:
32606

E-Mail Address:
gatorruben@yahoo.com

Home Phone:
352-377-7639

Work Phone:
352-339-4635

Ext:

Occupation:
Community Banker/Lender

Place of Employment
Capital City Bank

Education:

University of Florida-BA Graduate, and
Santa Fe C.College degree in Business Admin. and Legal Assistant.

Professional Organizations:

Gainesville Area Chamber and member of the Chamber's Small Business Development Council.

Age (60 and over):

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

Hispanic

Are you a resident of Alachua County?

Yes

If yes, how long?

12 years

If no, what county?

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

No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Past President & board member University City Kiwanis Club,
Leardership Gainesville Class 31, Current board member Friends of Paynes Prairie Board.

Training or Experience Related to the Appointment:

Have 29+ years of extensive business, real estate and financial management experience and community service along with an educational background in business administration and legal training.

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

To actively serve and contribute by providing leadership & support and to bring years of practical business experience in order to successfully support the mission, programs and projects of this advisory board.

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

Yes

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

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

Yes

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

Checked

received 12-28-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE Economic Development Committee

Board Position (type of position/category): Economic Development Organization or Alachua County Resident

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: Timothy J. Treweek

ADDRESS: 9607 SW 40th Lane CITY: Gainesville ZIP CODE:32608

E-MAIL ADDRESS: ttreweek@dukeinsuranceagency.com TELEPHONE: HOME : 352-514-7986 OFFICE:352-333-3880

OCCUPATION: Business Owner - Insurance Agency PLACE OF EMPLOYMENT: The Duke Agency, LLC

EDUCATION: University of Florida, BA PROFESSIONAL ORGANIZATIONS: Chartered Property Casualty Society, Florida Association of Insurance Agents

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? 40 years If no, what county?_____

Are you currently serving on a board?
No ☒ Yes ☐ Name of board(s): _____

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

Grievance Committee Member for The Florida Bar Eighth Judicial Circuit, 2006 - 2009, Board Member ACORD 1997-1999, President Gainesville Association of Insurance Agents, 1985, Sales and Marketing Production Committee, Florida Association of Insurance Agents, 1993-1995, Insurance Advisory Committee, Santa Fe Community College, 1987-1992

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

I have 30 years of experience as an entrepeneur and business owner in the Gainesville/Alachua County community that will help me serve the community in identifying and completing economic development opportunities for the benefit of all citizens

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

I can bring positive energy and business insight to the board to help the county achieve its goals of 1.) Enhancing the economic prosperity of all citizens of Alachua County and, 2.) Expanding and diversifying the tax base. As someone new to the board I can offer a fresh perspective to the process of growing a diversified and strong local economy.

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 ☒ 12/21/2010 DATE Timothy J. Treweek 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 ☐ 12/21/2010 DATE Timothy J. Treweek SIGNATURE

TIMOTHY J TREWEEK, CPCU, AAI
9607 S.W. 40TH Lane, Gainesville, FL 32608
Office: 352-333-3880
Residence: 352-331-4431
Cell: 352-514-7986
Treweek262@yahoo.com

SUMMARY

Leadership experience as an insurance broker, corporate risk manager, and risk management consultant in providing insurance and risk management guidance to businesses. Track record of business improvement through carefully managed insurance and risk strategies is based on a philosophy of proactive insurance management. Strong strategic thinker and team builder with excellent written and verbal communications skills.

EXPERTISE

- Property Casualty Industry
- Insurance Brokerage Operations
- Insurance Coverage Negotiation
- Insurance Carrier Management
- Client Relationships
- Workers Compensation Insurance
- Management Liability Insurance
- General Liability Insurance
- Commercial Property Insurance
- Business Automobile Insurance

PROFESSIONAL EXPERIENCE

2009 – Present President
The Duke Agency, LLC

Responsible for building a start-up independent property/casualty agency including personal commercial lines insurance production, market acquisition, implementing agency management system, hiring staff and managing staff of seven, and managing office construction.

2004 – 2009 Senior Insurance and Risk Consultant
Rethink Risk Management, LLC

Responsible for risk and insurance analysis, insurance coverage selection, negotiation of insurance coverage pricing and terms through various market cycles, insurance and risk management, and claims management services to middle market businesses on a fee basis. No sales of insurance products in this role. Services include risk and coverage analysis, preparation of insurance specifications, drafting of policy language, agent selection and coordination, proposal analysis, program implementation, comprehensive insurance program

maintenance, claims reserve review, audit review, and facilitating the creation and maintenance of a surety bond lines.

Develop alternative risk financing strategies for commercial clients including the utilization of self-insured retentions and captive insurance companies.

Provide variety of risk consulting services relating to Captive Insurance Companies including policy pricing evaluation and feasibility studies for the creation of alternative risk financing mechanisms.

2000 – 2004 Vice President, Corporate Risk Manager/Commercial Lines Manager
Tower Hill Insurance Group, Inc

Tower Hill Insurance Group Inc is a 441 person managing general insurance agency that provides homeowners, automobile, and commercial insurance products to Independent Agents in Florida.

- Corporate Risk Manager – Responsible for the risk and insurance programs for Tower Hill and its affiliate companies. Tower Hill has annual sales of approximately $500 million and has approximately 450 employees. Analyze exposure to risk, prepare insurance specifications, broker selection, negotiate renewal coverages and pricing, manage claims, manage insurance company audits, monitor the program during the policy year, and make mid-term adjustments as needed.

- Commercial Lines Manager – Responsible for nine person Commercial Lines department that provided insurance products for mobile home parks and mini-warehouses to independent insurance agents. Responsibilities included product development, facultative reinsurance placement, agent appointments, underwriting and strategic planning.

1988 – 2000 Hilb, Rogal and Hobbs of Gainesville, Florida, Inc.

1991 – 2000: President

Lead 25-employee independent insurance agency branch office location for this publicly owned company. Hilb, Rogal and Hobbs was the seventh largest insurance broker in the United States and the 10th largest insurance broker in the world at the time. Responsibilities included strategic planning, oversight of Commercial Lines, Personal Lines, Life/Health, and Accounting departments, financial management of the agency, fulfillment of corporate objectives, and personal Commercial Lines sales production.

1988 – 1991: Vice President
Responsible for growth, management, and profitability of Personal Lines department and personal Commercial Lines production.

1981 – 1988 Cannon-Treweek Agency, Inc.

1984 – 1988: Vice President, Gainesville, FL
Responsible for growth, management, and profitability of Personal Lines department and personal Commercial Lines production.

1981- April, 1988: Vice President, Branch Manager, Chiefland, FL
Responsible for management, growth, and profitability of all aspects of this property/casualty branch office location for the largest independent insurance agency in north Florida.

1980 -1981 Assistant Underwriter
Safeco Insurance Company, Atlanta, GA

Served as an understudy to Personal Lines underwriters, Commercial Lines underwriters, claims adjusters, marketing representatives, loss control representatives, and auditors.

EDUCATION

- University of Florida, BA, 1980

PROFESSIONAL QUALIFICATIONS

- Florida licensed property/casualty insurance agent, 1981 - present
- Florida licensed life/health insurance agent, 1981 – present
- Chartered Property Casualty Underwriter, 1990
- Accredited Adviser in Insurance, 1986

PROFESSIONAL INVOLVEMENTS

- CPCU Society, member
- Appointed Member, The Florida Bar, Eight Judicial Circuit Grievance Committee, 2006 - 2009
- Board Member, ACORD, 1997 – 1999. ACORD is a non-profit insurance association that facilitates the development and use of standards for the insurance industry
- President, Gainesville Association of Insurance Agents, 1985
- Young Agents Committee, Florida Association of Insurance Agents, 1984 - 1988
- Sales Marketing and Production Committee, Florida Association of Insurance Agents 1988 - 1992
- Automation Committee - Florida Association of Insurance Agents 1993 - 1995
- Insurance Advisory Committee, Santa Fe Community College, 1987 - 1992

PUBLICATIONS

Treweek, Timothy J. (November, 1985), "The Streamlined Agency", *Best's Review*

Treweek, Timothy J. (January, 1989), "Learning From Experience: Reaching Our Potential in Personal Lines", *American Agent and Broker*

August 23, 2011 Regular BoCC Meeting
Agenda Item #8

Title
Alachua County Housing Authority Appointments (Amended)

Amount
N/A

Description
Consider the appointment of three citizens to the Alachua County Housing Authority.

Recommendation
Appoint three citizens to the Alachua County Housing Authority Board; one to the Tenant position, term ending July 2014, one to a commissioner-at-large position, term ending 2015, and one to the Alternate position, term ending June 2014.

Alternative(s)
Continue advertising the vacancies

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

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

Documents Requiring Action
N/A

Executive Summary
The Alachua County Housing Authority is a federally funded non-profit government agency. In Florida, most counties' Housing Authority members are appointed by the Governor. However, in 1971, the State Legislature adopted a special act that provided for the Commissioners of the Alachua County Housing Authority to be appointed by the Board of County Commissioners. The Housing Authority Board's purpose is to maintain the policy and fiduciary responsibilities pertaining to the Alachua County Housing Authority. Currently there are four vacancies on this board: one commissioner-at-large, one tenant, one alternate and one tenant-alternate. Five citizens have applied.

Background
The Housing Authority Board is comprised of seven members: four commissioner-at-large members, one commissioner-tenant member, and two alternates: one commissioner-at-large alternate and one tenant-alternate. Members serve four-year terms. Tenant -- appoint one to a term ending July 2014: 1) Rudolph Vaughan; Commissioner-at-large -- appoint one to a term ending June 2015: 1) Kali Blount (served 1term, attendance satisfactory, continues to serve) 2) Anthony Gordon 3) Sheldon Packer (served 1 term as alternate, attendance satisfactory, continues to serve) 4) Yasmin Stewart; Alternate -- appoint one to a term ending June 2014: 1) Kali Blount (served 1 term, attendance satisfactory, continues to serve) 2) Anthony Gordon 3) Sheldon Packer (served 1 term as alternate, attendance satisfactory, continues to serve) 4) Yasmin Stewart.

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: GordonA Commissioner.pdf
Attachment: ACHA Tally Sheet.pdf
Attachment: VaughanR Tenant.pdf
Attachment: BlountK Commissioner.pdf
Attachment: Housing Authority Roster 06 08 11.pdf
Attachment: PackerS for Regular position.pdf
Attachment: StewartY Alternate.pdf
Attachment: ACHA Attendance.pdf

COMMITTEE: Alachua County Housing Authority **08/23/11**

APPLICANTS	BAIRD	BYERLY	LONG	DeLANEY	PINKOSON
Commissioner-at-large – appoint one to a term ending June 30, 2015:					
Kali Blount (served 1 term, attendance satisfactory, continues to serve)		✓	✓	✓	✓
Anthony Gordon (former Gainesville Housing Authority Board member)					
Sheldon Packer (served 1 term as alternate, attendance satisfactory, continues to serve)	✓				
Yasmin Stewart					
Alternate – appoint one to a term ending June 2014:					
Kali Blount (served 1 term, attendance satisfactory, continues to serve) X					
Anthony Gordon (former Gainesville Housing Authority Board member)					
Sheldon Packer (served 1 term as alternate, attendance satisfactory, continues to serve)	✓	✓	✓	—	—
Yasmin Stewart					
Tenant – appoint one to a term ending July 2014:					
Rudolph Vaughan					

Housing Authority Board STAFF: Gail Monahan - (352) 372-2549				4 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 8/12/2008 Previous member: Pike Jr., Edwin 7/31/2010 Category: Tenant		7/31/2014		County
VACANT Category: Tenant Alternate		6/30/2014		County
VACANT Appt Date: 7/1/2010 Previous member: Sheldon Packer - Continues to serve Category: Alternate	5323 NW 35th Drive Gainesville, FL 32653 (h)(352) 870-8496 (w)(352) 870-8496 starwalker07@gmail.com	6/30/2014	1	County
K Richard Blount Appt Date: 11/27/2007 Previous member: Fuller , Mr. Paul - Term Expired Category: Citizen-at-Large	401 SE 6th Terrace Gainesville, FL 32601 (h)(352) 278-8510 (w)(352) 382-9880 tanacabana@yahoo.com	7/31/2011	1	County
Darlene Cseplo Appt Date: 8/1/2008 Previous member: Schroeppel, Mr. Mark - Resignation Category: Citizen-at-Large	12412 SW 14th Avenue Newberry, FL 32669 (h)(352) 332-1144 (w)(352) 376-8467 macka.dar@gmail.com	7/31/2012	1	County
Jonathan Wershow Appt Date: 10/14/2008 Previous member: Category: Citizen-at-Large	PO Box 1260 Gainesville, FL 32602 (h)(352) 462-1305 (w)(352) 378-2541	7/31/2012	4	County
Max Wells Appt Date: 10/27/2009 Previous member: Category: Citizen-at-Large	PO Box 1306 Alachua, FL 32616 (h)(352) 462-3120	7/31/2013	7	County
Report Date: 6/8/2011 @ 1:10 PM				

Attendance Report for the last 6 meetings.

Housing Authority Board
Staff Liaison: Gail Monahan

Member	Position	Mbr Start	Mbr End	2/2/2011 4:30 PM	3/2/2011 4:30 PM	4/6/2011 4:30 PM	5/4/2011 4:30 PM	6/1/2011 4:30 PM	7/6/2011 4:30 PM	Meetings Attended
Blount , Mr. K Richard	Citizen-at-Large	11/27/2007	7/31/2011	P	P	P	P	P	P	6 of 6
Cseplo , Ms. Darlene	Citizen-at-Large	8/1/2008	7/31/2012	P	P	A	P	P	P	5 of 6
Packer , Sheldon - Continues to serve	Alternate	7/1/2010	6/30/2014	P	P	P	P	P	P	6 of 6
Wells, Max	Citizen-at-Large	10/27/2009	7/31/2013	P	P	P	P	A	P	5 of 6
Wershow, Mr. Jonathan	Citizen-at-Large	10/14/2008	7/31/2012	P	P	P	P	P	A	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 #:3484

Name of Advisory Board/Committee:
Housing Authority Board

Applying For:
Citizen-at-Large

First Name:
Kali

Middle Initial:

Last Name:
Blount

Suffix:

Address:
401 SE 6th Terrace

City:
Gainesville

Zip Code:
32601-6839

E-Mail Address:
tanacabana@yahoo.com

Home Phone:
352-278-8510

Work Phone:

Ext:

Occupation:
Registered Nurse

Place of Employment
Shands (part-time)

Education:

AA - Biology
AS - Cardiopulmonary Tech
Masters in Planning

Professional Organizations:

National Black Nurses Association
National Association of Housing & Redevelopment
Association for Study of Classical African Civilization

Age (60 and over):

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

African-American

Are you a resident of Alachua County?

Yes

If yes, how long?

If no, what county?

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

Yes

If yes, please list board(s):

Workforce Development Board (FloridaWorks)
Housing Authority
Affordable Housing Advisory Committee
Poverty Reduction Advisory Board
Former member: Health Care Board, Child Care Board, CDBG Advisory Committee

Civic and Professional Accomplishments/Honors:

AICP - 1983
Magnet Affiliate (as part of SHANDS)

Training or Experience Related to the Appointment:

numerous community organizing projects, 1978-present
special project & board service for Gainesville Housing Authority

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

experience/empathy with constituency; facilitative communication skills; creative problem-solving - ability to innovate

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

received 6-14-11

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Alachua County Housing Authority

Board Position (type of position/category): Commissioner

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

JUN 14 2011
COUNTY MANAGER

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

NAME: Anthony Gordon

ADDRESS: 6215 SW 81st St CITY: Gainesville ZIP CODE: 32608

E-MAIL ADDRESS: vanzag@juno.com TELEPHONE: HOME: 352 376-7458 OFFICE: 352 3376194

OCCUPATION: Social Worker PLACE OF EMPLOYMENT: Alachua County

EDUCATION: B.S. from University of Mo. PROFESSIONAL ORGANIZATIONS:

AGE: 60 and over ☐ *(Some committees/boards require 60 year age minimum for appointment)*
OPTIONAL--CHECK THE RACE/ETHNIC GROUP WITH WHICH YOU IDENTIFY: African-American X 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? 12yrs If no, what county?_____

Are you currently serving on a board?
No ☒ Yes ☐ Name of board(s): _____

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

Served as a Commissioner for Gainesville Housing Authority 2006-2010

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

Would like to work with the board to develop more home ownership programs.

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 ☐ 6-14-11 DATE Anthony Gordon 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 ☐ 6-14-11 DATE Anthony Gordon SIGNATURE

Rev. 06/2009

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:2098

Name of Advisory Board/Committee:
Housing Authority Board

Applying For:
citzen at large

First Name:
sheldon

Middle Initial:
e

Last Name:
packer

Suffix:
mr

Address:
5323 nw 35th dr

City:
gainesville

Zip Code:
32653-0813

E-Mail Address:
starwalker07@gmail.com

Home Phone:
372-4071

Work Phone:
870-8496

Ext:

Occupation:
retired

Place of Employment
home

Education:

some college

Professional Organizations:

chair human rights board city of gainesville
cultral arts board county
capps board county

Age (60 and over):

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

Other

Are you a resident of Alachua County?

Yes

If yes, how long?

30 +years

If no, what county?

Are you currently serving on a board?

Yes

If yes, name of board(s):

chair human rights board city of gainesville
cultrual arts board
capps board

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

been a patient in a ems vehicle

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

common sense

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 #:3307

Name of Advisory Board/Committee:
Housing Authority Board

Applying For:
Alternate

First Name:
Yasmin

Middle Initial:
J

Last Name:
Stewart

Suffix:

Address:
2943 SW 40th Ave

City:
Gainesville

Zip Code:
32608

E-Mail Address:
Yasmin.J.Stewart@gmail.com

Home Phone:
352-246-4812

Work Phone:
352-955-2245

Ext:
234

Occupation:
WIA Youth Career Advisor

Place of Employment
Florida Works

Education:
Currently enrolled SFC Paralegal Program

Professional Organizations:

Age (60 and over):

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

Are you a resident of Alachua County?
Yes

If yes, how long?
11 cumulative

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?
No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:
I am currently receiving Section 8 assistance through the Gainesville Housing Authority

What contributions do you feel you could make if you were selected for this board?
I believe that I can provide intelligent insight on the experience from a customer's perspective.

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 #:3310

Name of Advisory Board/Committee:
Housing Authority Board

Applying For:
Tenant (Must reside in public housing or be on Alachua County's Section 8 Voucher Program.)

First Name:
Rudolph

Middle Initial:

Last Name:
Vaughan

Suffix:

Address:
1936 SW 14th Terrace

City:
Gainesville

Zip Code:
32608

E-Mail Address:
rudolphvaughan@att.net

Home Phone:
(352) 338-4499

Work Phone:

Ext:

Occupation:
retired

Place of Employment

Education:
high school - partial

Professional Organizations:
Soka Gakkai International

Age (60 and over):
Yes

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

Are you a resident of Alachua County?
Yes

If yes, how long?
6 years

If no, what county?

Are you currently serving or have you ever served on an Alachua County advisory board?
No

If yes, please list board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:
surviving as low-income citizen (including housing services client)

What contributions do you feel you could make if you were selected for this board?
understanding perspective of housing clients and injecting that into policy discussions

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

August 23, 2011 Regular BoCC Meeting
Agenda Item #9

Title
Fair Housing/Human Rights Advisory Board Appointments and Confirmation. (Amended)

Amount
N/A

Description
Consider the appointment of two citizens to the Fair Housing/Human Rights Advisory Board, and the confirmation of the Citizens Disability Advisory Council's representative.

Recommendation
Appoint two citizens, both with terms ending June 2014; One to the Lending Institution Representative position, and one to the Citizen-at-large position. Confirm the nomination of one citizen to the Citizens Disability Advisory Committee Representative position, term ending June 2014.

Alternative(s)
Continue to advertise vacancies; request another nomination.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, Membership Roster, Attendance Report, Applications, Nomination letter

Documents Requiring Action
N/A

Executive Summary
This board is comprised of seven members and one alternate serving three-year terms; its members review decisions and actions on fair housing, employment and public accommodation complaints.

Background
There are seven vacancies on this Board and three citizens have applied for three of the positions: Citizens with Disabilities Advisory Committee representative – confirm nomination to a term ending June 2014: 1) Lynn Rousseau Citizen-at-large – appoint one to a term ending June 2014: 1) Prentiss Nelson Lending Institution Representative – appoint one to a term ending June 2014: 1) Vinay Raj (served 2 terms, attendance satisfactory)

Issues
These positions have been advertised for at least four months and no other eligible citizens have applied.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: FHHR Tally Sheet.pdf
Attachment: NelsonP.pdf
Attachment: RajV Lending Institution Rep.pdf
Attachment: RousseauL CDAC Representative.pdf
Attachment: FHHR Attendance.pdf
Attachment: FHHR Membership.pdf

COMMITTEE: Human Rights Board **08/23/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Citizen-at-large – appoint one to a term ending June 2014:					
Prentiss Nelson					
Lending Institution Representative – appoint one to a term ending June 2014:					
Vinay Raj (served 2 terms, attendance satisfactory)					
Representative of the Citizens Disability Advisory Committee – confirm one, term ending June 2014:					
Lynn Rousseau					

COMMITTEE: Human Rights Board **08/23/11**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Citizen-at-large – appoint one to a term ending June 2014:					
Prentiss Nelson					
Lending Institution Representative – appoint one to a term ending June 2014:					
Vinay Raj (served 2 terms, attendance satisfactory)					
Representative of the Citizens Disability Advisory Committee – confirm one, term ending June 2014:					
Lynn Rousseau					

Fair Housing/Human Rights Board

STAFF: Jacqueline Chung - (352) 264-6955
STAFF: Jill Weinsier - (352) 374-5275
STAFF: Mary Neiberger - (352) 374-5275

3 year terms

NAME/MEMBERSHIP CATEGORY	ADDRESS/PHONE NUMBER	DATE TERM EXPIRES	TERM CURRENTLY SERVING	APPOINTED BY
VACANT Appt Date: 7/1/2008 Previous member: Ayers , Ms. Shirley C 6/30/2011 Category: Attorney		6/30/2014		County
VACANT Appt Date: 10/28/2008 Previous member: Baker , Ms. Jessica C 6/30/2011 Category: Citizen-at-Large		6/30/2014		County
VACANT Appt Date: 9/28/2010 Previous member: Boyd , Julia - Removal for Attendance 7/21/2011 Category: Citizen-at-Large		6/30/2012		County
VACANT Appt Date: 10/28/2008 Previous member: Monroe , Mr. Marcus 6/30/2011 Category: Citizen-at-Large (Alternate)		6/30/2014		County
VACANT Appt Date: 5/1/2008 Previous member: Baker , Ms. Jessica C - Resignation 10/17/2008 Category: Citizens Disability Advisory Committee Representative		6/30/2014		County
VACANT Appt Date: 10/28/2008 Previous member: Raj , Vinay 6/30/2011 Category: Lending Institution Representative		6/30/2014		County
VACANT Appt Date: 11/24/2009 Previous member: Smith , Ms. Bobbie Jo - Resignation 1/10/2011 Category: Residential Rental Manager		6/30/2012		County
Frederick E Pratt Appt Date: 10/13/2009 Previous member: Hauck, Mr. Charles Category: Citizen-at-Large	1901 NE 2nd Street #114 Gainesville, FL 32609 (h)(352) 335-2986 Prattwheels1@att.net	6/30/2012	2	County

Report Date: 8/3/2011 @ 1:45 PM

Attendance Report for the last 6 meetings.

Fair Housing/Human Rights Board
Staff Liaison: Jacqueline Chung, Jill Weinsier, Mary Neiberger

Member	Position	Mbr Start	Mbr End	3/25/2010 5:30 PM	6/24/2010 5:30 PM	9/23/2010 5:30 PM	12/9/2010 5:30 PM	3/31/2011 5:30 PM	6/30/2011 5:30 PM	Meetings Attended
Ayers , Ms. Shirley C	Attorney	7/1/2008	6/30/2011	A	P	P	A	P	P	4 of 6
Baker , Ms. Jessica C	Citizen-at-Large	10/28/2008	6/30/2011	P	P	P	P	P	A	5 of 6
Boyd , Julia	Citizen-at-Large	9/28/2010	7/21/2011	--	--	--	A	A	A	0 of 3
Monroe , Mr. Marcus	Citizen-at-Large (Alternate)	10/28/2008	6/30/2011	P	A	P	A	P	P	4 of 6
Pratt , Mr. Frederick E	Citizen-at-Large	10/13/2009	6/30/2012	P	P	A	P	P	P	5 of 6
Raj , Vinay	Lending Institution Representative	10/28/2008	6/30/2011	P	P	P	P	P	P	6 of 6
Skinner, Ms. Betsy P	Citizen-at-Large	7/1/2009	6/22/2010	A	--	--	--	--	--	0 of 1
Smith , Ms. Bobbie Jo	Residential Rental Manager	11/24/2009	1/10/2011	A	A	P	P	--	--	2 of 4

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

received 8-10-10

ALACHUA COUNTY CITIZEN ADVISORY BOARD APPLICATION

NAME OF ADVISORY BOARD/COMMITTEE: Fair Housing / Human Rights Board

Board Position (type of position/category): Advisor - Committee member

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

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

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

NAME: Prentiss Nelson

ADDRESS: 1246 NE 16th Place CITY: Gainesville ZIP CODE: 32609

E-MAIL ADDRESS: prentissnelson@yahoo.com TELEPHONE: HOME: (352) 514-6417 OFFICE: (352) 682-4872

OCCUPATION: distributor / public relations PLACE OF EMPLOYMENT: Mona Vie

EDUCATION: GED - Gainesville Job Corp (2003) PROFESSIONAL ORGANIZATIONS: N/A

AGE: 26 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? all my life If no, what county? _____

Are you currently serving on a board?
No ☑ Yes ☐ Name of board(s): _____

CIVIC AND PROFESSIONAL ACCOMPLISHMENTS/HONORS

I have no prior public civic honors or accomplishments. If blessed with this opportunity, this will be my first honor / accomplishment

TRAINING OR EXPERIENCE RELATED TO THIS APPOINTMENT?

I have experienced many hardships in my life. And I want to help others as a result of what my faith and other wonderful people have done for me.

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

I am passionate about helping people who have been disinfranchized because of various deficiencies. I believe that we are our brother's keeper, however I don't have any prior experience in this field. I just want to help and bless people.

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 ☐ 8/10/10 DATE _____ SIGNATURE

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

Do you affirm that your personal and business (if applicable) affairs within Alachua County are in substantial compliance with all county regulatory and taxing authorities' rules and regulations?
YES ☑ NO ☐ 8/10/10 DATE _____ SIGNATURE

Rev. 10/2008

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3400

Name of Advisory Board/Committee:
Fair Housing/Human Rights Board

Applying For:
Lending Institution Representative

First Name:
vinay

Middle Initial:

Last Name:
raj

Suffix:

Address:
2488 forest way

City:
gainesville

Zip Code:
32605

E-Mail Address:
vraj1@cox.net

Home Phone:
371-7954

Work Phone:

Ext:

Occupation:
International banker

Place of Employment
retired

Education:

University of Florida M.A.

Professional Organizations:

Age (60 and over):

Yes

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

Other

Are you a resident of Alachua County?

Yes

If yes, how long?

fifteen years four months

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):

Fair Housing/Human Rights
Environmental Advisory Committee

Civic and Professional Accomplishments/Honors:

Alachua County Volunteer of the year award 1997

Training or Experience Related to the Appointment:

currently serving as chair of this board

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

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

Yes

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

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

Yes

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

Checked

August 23, 2011 Regular BoCC Meeting
Agenda Item #10

Title
Criminal Justice, Mental Health and Substance Abuse Grant Planning Committee Appointments. (Amended)

Amount
N/A

Description
Consider the appointment of three citizens to the Criminal Justice, Mental Health and Substance Abuse Grant Planning Committee.

Recommendation
Appoint three citizens to the Criminal Justice, Mental Health and Substance Abuse Grant Planning Committee, one to the position of Director of a Local Substance Abuse Treatment Program, one to the position of Director of a Community Mental Health Agency and one to the position of Representative -- Area Homeless Program. All positions' terms end April 2013.

Alternative(s)
Continue to advertise the positions.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally Sheet, Member roster, attendance report and applications

Documents Requiring Action
N/A

Executive Summary
There are currently three vacancies on the Criminal Justice, Mental Health and Substance Abuse Grant Planning Committee, and three citizens have applied.

Background
The central purpose of this committee is to make a formal recommendation to the BoCC regarding how the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant may be best implemented within the community. The membership of the Advisory Board is comprised of 19 positions as stipulated by the State, which has set forth requirements for the composition of the committee. This board's positions are specific, designated membership categories. Director of a Local Substance Abuse Treatment Program, term ending April 2013: 1) Jim Pearce (served 1 term, attendance satisfactory) Director of a Community Mental Health Agency, term ending April 2013: 1) Margarita Labarta (served 2 terms, attendance satisfactory) Representative – Area Homeless Program, term ending April 2013: 1) Cheryl Wedgwood (served 1 term, attendance satisfactory)

Issues
1) All three of these positions have been advertised since February of this year. No other citizens have applied. 2) Florida Statute

Section 394.657 mandates the composition of this committee, but does not specify how members will be appointed. Per the County Attorney, only 3 of the 20 members are subject to appointment by the Alachua County Board of County Commissioners. The rest are selected or designated as outlined in the statute, 13 by high-level officials of the courts or law enforcement, and 3 by the substance abuse and mental health program supervisor for the district.

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: CJMHSAGPC Attendance.pdf
Attachment: PearceJ.pdf
Attachment: CJMHSAGPC Tally Sheet.pdf
Attachment: CJMHSAGPC Membership.pdf
Attachment: LabartaM Dir CMHA.pdf
Attachment: WedgwoodC Area Homeless Prog.pdf

COMMITTEE: Criminal Justice, Mental Health and Substance Abuse Grant Planning Committee **08/23/2011**

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Director of a Community Mental Health Agency, appoint one to a term ending April 2013:					
Dr. Margarita Labarta, President/CEO, Meridian Behavioral Healthcare (served 2 terms, attendance satisfactory)					
Director of a Local Substance Abuse Treatment Program, appoint one to a term ending April 2013:					
Jim Pearce, CEO, CDS Family & Behavioral Health Services, Inc. (served 1 term, attendance satisfactory)					
Representative – Area Homeless Program – appoint one to a term ending April 2013:					
Cheryl Wedgwood (served 1 term, attendance satisfactory)					

Criminal Justice, Mental Health & Substance Abuse Grant Planning Committee STAFF: Shetiquea Davis - (352) 338-7374				2 year terms Sunset date: 4/30/2014
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
Rodney J Long Appt Date: 5/1/2011 Previous member: Category: Alachua County Commissioner (Chair)	Alachua County Board of County Commissioners, P.O. Box 2877 Gainesville, FL 32602 (w)(352) 264-6900 rjlong@alachuacounty.us	4/30/2013	3	N/A
Karen Keith Appt Date: 5/1/2011 Previous member: Amerson, Ms. Kelly - Resignation Category: Chief Correctional Officer	Alachua County Sheriff's Office; Department of the Jail, 3333 NE 39th Avenue Gainesville, FL 32609 (h)(352) 178-7970 (w)(352) 491-4471 kkeith@alachuasheriff.org	4/30/2013	2	N/A
Tony Jones Appt Date: 5/1/2011 Previous member: Botsford , Chief Norman - Resignation Category: Chief of Police	Gainesville Police Department, P.O. Box 1250 Gainesville, FL 32602-125 (w)(352) 334-2412 jonestr@cityofgainesville.org	4/30/2013	2	N/A
Lina Catasus Appt Date: 5/1/2011 Previous member: Category: Court Administrator	Administrative Office of the Courts, 201 East University Avenue Gainesville, FL 32601 (w)(352) 374-3648 ltc@circuit8.org	4/30/2013	3	N/A
Jill Wells Appt Date: 5/1/2011 Previous member: Clifton Jr., Mr. Wayland - Other Category: Department of Juvenile Justice - Chief Probation Officer	Acting Chief Probation Officer, Circuit 8, 14107 US Hwy 441, North Bldg. Suite 200 Alachua, FL 32615 (w)(386) 418-5235 jill.wells@djj.state.fl.us	4/30/2013	1	N/A
VACANT Appt Date: 5/1/2011 Previous member: Margarita Labarta - Continues to serve Category: Director of a Community Mental Health Agency	Meridian Behavioral Healthcare, Inc., 4316 SW 13th Street Gainesville, FL 32608 (h)(352) 331-9428 (w)(352) 374-5600 ext: 8220 maggie_labarta@mbhci.org	4/30/2013	3	BOCC
VACANT Appt Date: 5/1/2011 Previous member: Jim Pearce - Continues to serve Category: Director of a Local Substance Abuse Treatment Program	CDS Family & Behavioral Health Services, Inc., 3615 SW 13 Street Gainesville, 32608 (h)(352) 331-5354 (w)(352) 244-0628 ext: 3824 jim_pearce@cdsfl.org	4/30/2013	2	BOCC

Tom Tonkavich Appt Date: 5/1/2011 Previous member: Santangelo , Mr. Jim - Other Category: Director of County Probation or Pretrial Intervention Program	249 West University Avenue, Rear Entrance Upstairs Gainesville, FL 32601 (w)(352) 491-4650 ttonkavich@alachuacounty.us	4/30/2013	2	N/A
Charles Parkins Appt Date: 5/1/2011 Previous member: Category: Director of Department of Juvenile Justice Detention Facility	Alachua Regional Juvenile Detention Center, 3440 NE 39th Avenue Gainesville, FL 32609 (w)(352) 955-2105 Charles.Parkins@djj.state.fl.us	4/30/2013	3	N/A
Virginia Seacrist Appt Date: 5/1/2011 Previous member: Ambroso, Ms. Paula Category: Family Member of a Community-Based Treatment Services Consumer	1029 NW 39th Drive Gainesville, FL 32605 vseacrist@gmail.com	4/30/2013	2	N/A
Martha A Lott Appt Date: 5/1/2011 Previous member: Category: Judge (Circuit Court)	Family and Civil Justice Center, 201 East University Avenue; Room A317 Gainesville, FL 32601 (w)(352) 374-3646 ext: 374-3652 MAL@circuit8.org	4/30/2013	3	N/A
Denise Ferrero Appt Date: 5/1/2011 Previous member: Coker, Mary D - Other Category: Judge (County Court)	Alachua County Criminal Justice Center, 220 South Main Street; Room A203 Gainesville, FL 32601 (w)(352) 548-3700 ferrerod@circuit8.org	4/30/2013	2	N/A
Cindy Woodruff Appt Date: 5/1/2011 Previous member: Umlauf CRPS-A, Mr. Greg - Resignation Category: Mental Health Services Consumer	3827 SW 19th Street Gainesville, FL 32608 cfwoodruff@cox.net	4/30/2013	1	N/A
Juan C Calama esq. Appt Date: 5/1/2011 Previous member: Maguire , Mr. John G - Other Category: Public Defender	Office of the Public Defender, P.O. Box 2820 Gainesville, FL 32602-282 (h)(352) 870-7111 (w)(352) 338-7370 calamaj@pdo8.org	4/30/2013	1	N/A
VACANT Appt Date: 5/1/2011 Previous member: Cheryl J Wedgwood - Continues to serve Category: Representative - Area Homeless Program	VETSPACE, Inc., 4800 SW 13th Street Gainesville, FL 32643 (h)(352) 222-2256 (w)(352) 244-5106 c_wedgwood@yahoo.com	4/30/2013	2	BOCC
Christina St. Clair Appt Date: 5/1/2011	Substance Abuse Mental Health Program Office, 1000 NE 16th			

Previous member: White, Ms. Bev - Other Category: Representative - DCF Substance Abuse and Mental Health Program	Avenue, Bldg. J, (I/O #6) Gainesville, FL 32601 (w)(352) 334-0731 christina_st_clair@dcf.state.fl.us	4/30/2013	2	N/A
Jeanne M Singer Appt Date: 5/1/2011 Previous member: Brockway, Ms. Pamela - Resignation Category: State Attorney	Office of the State Attorney, 120 West University Avenue Gainesville, FL 32601 (w)(352) 374-3680 singerj@SAO8.org	4/30/2013	2	N/A
Shelia Smalls Appt Date: 5/1/2011 Previous member: Category: State Probation Circuit Administrator	Florida Department of Corrections, 7020 NW 11th Place Gainesville, FL 32605 (h)(386) 454-4189 (w)(352) 333-3677 smalls.shelia@mail.dc.state.fl.us	4/30/2013	3	N/A
William Wall Appt Date: 5/1/2011 Previous member: Lehman, Ms. Rita - Removal for Attendance Category: Substance Abuse Services Consumer	P.O. Box 358501 Gainesville, FL 32635 (h)(352) 222-3077 wwall3659@yahoo.com	4/30/2013	1	N/A
Report Date: 8/8/2011 @ 11:17 AM				

Criminal Justice, Mental Health & Substance Abuse Grant Planning Committee
Staff Liaison: Shetiquea Davis

Member	Position	Mbr Start	Mbr End		4/15/2010 12:00 PM	7/12/2010 12:00 PM	10/14/2010 12:00 PM	1/13/2011 12:00 PM	4/14/2011 12:00 PM	7/14/2011 12:00 PM	Meetings Attended
Calama esq., Mr. Juan C	Public Defender	10/14/2010	4/30/2013	--	--	P	P	P	P		4 of 4
Catasus, Ms. Lina	Court Administrator	5/1/2009	4/30/2013	P	A	P	P	P	P		5 of 6
Clifton Jr., Mr. Wayland	Department of Juvenile Justice - Chief Probation Officer	5/1/2009	3/4/2011	P	A	A	A	--	--		1 of 4
Ferrero , Honorable Denise	Judge (County Court)	3/5/2010	4/30/2013	P	P	P	P	P	P		6 of 6
Jones , Chief Tony	Chief of Police	9/14/2009	4/30/2013	A	P	P	A	A	A		2 of 6
Keith , Ms. Karen	Chief Correctional Officer	5/1/2009	4/30/2013	P	P	P	P	A	A		4 of 6
Labarta , Dr. Margarita - Contin	Director of a Community Mental Health Agency	11/24/2009	4/30/2013	P	A	A	P	P	P		4 of 6
Lehman, Ms. Rita	Substance Abuse Services Consumer	5/1/2009	5/5/2010	A	--	--	--	--	--		0 of 1
Long, Commissioner Rodney J	Alachua County Commissioner (Chair)	5/1/2009	4/30/2014	P	P	P	A	P	A		4 of 6
Lott , Honorable Martha A	Judge (Circuit Court)	5/1/2009	4/30/2013	P	P	P	P	P	P		6 of 6
Maguire , Mr. John G	Public Defender	12/14/2009	10/13/2010	P	P	--	--	--	--		2 of 2
Parkins, Mr. Charles	Director of Department of Juvenile Justice Detention Facility	5/1/2009	4/30/2013	A	A	A	A	A	A		0 of 6
Pearce , Mr. Jim - Continues to s	Director of a Local Substance Abuse Treatment Program	11/24/2009	4/30/2013	P	A	A	P	P	P		4 of 6
Santangelo , Mr. Jim	Director of County Probation or Pretrial Intervention Program	4/6/2010	4/12/2011	P	A	P	P	--	--		3 of 4
Seacrist , Ms. Virginia	Family Member of a Community-Based Treatment Services Consumer	5/1/2009	4/30/2013	P	A	P	P	P	P		5 of 6
Singer , Ms. Jeanne M	State Attorney	5/1/2009	4/30/2013	P	P	P	A	A	P		4 of 6
Smalls, Ms. Shelia	State Probation Circuit Administrator	5/1/2009	4/30/2013	P	P	P	P	P	P		6 of 6
St. Clair , Christina	Representative - DCF Substance Abuse and Mental Health Program	11/25/2009	4/30/2013	P	A	P	A	A	A		2 of 6
Tonkavich , Mr. Tom	Director of County Probation or Pretrial Intervention Program	4/13/2011	4/30/2013	--	--	--	--	P	P		2 of 2
Umlauf CRPS-A, Mr. Greg	Mental Health Services Consumer	5/1/2009	4/29/2010	A	--	--	--	--	--		0 of 1
Wall , Mr. William	Substance Abuse Services Consumer	8/23/2010	4/30/2013	--	--	P	P	P	P		4 of 4
Wedgwood , Ms. Cheryl J - Cont	Representative - Area Homeless Program	5/1/2009	4/30/2013	P	P	P	A	P	A		4 of 6
Wells , Jill	Department of Juvenile Justice - Chief Probation Officer	3/5/2011	4/30/2013	--	--	--	--	A	P		1 of 2
Woodruff , Ms. Cindy	Mental Health Services Consumer	11/3/2010	4/30/2013	--	--	--	P	P	P		3 of 3

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

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:2773

Name of Advisory Board/Committee:
Criminal Justice, Mental Health & Substance Abuse Grant Planning Committee

Applying For:
Director of a Community Mental Health Agency

First Name:
Margartia

Middle Initial:
M

Last Name:
Labarta

Suffix:
PhD

Address:
4300 SW 13th Street

City:
Gainesville

Zip Code:
32608

E-Mail Address:
maggie_labarta@mbhci.org

Home Phone:
352-331-9428

Work Phone:
352-374-5600

Ext:
8220

Occupation:
President/CEO

Place of Employment
Meridian Behavioral Healthcare

Education:

PhD in Clinical and Community Psyhcology Awarded 1982, University of Maryland

Professional Organizations:

Florida Council for Community Mental Health- Board member/past chair
Florida Alcohol & Drug Abuse Association
National Council for Community Behavioral Health
Mental Health Corporations of America
American Psyhcological Association
Partners in Crisis

Age (60 and over):

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

Hispanic

Are you a resident of Alachua County?

Yes

If yes, how long?

29 years

If no, what county?

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

Yes

If yes, please list board(s):

CJMHSAGPC
Florida Works

Civic and Professional Accomplishments/Honors:

I been appointed to numerous professional Boards and steering committees, inlcuding those that have helped develop policy and services to meet the needs of individuals with mental illnesses and addictions.

Training or Experience Related to the Appointment:

I have a PhD in Clinical and Community Psychology and 26 years of clinical, program development, and healthcare administration experience. This Board was designed to develop and maintain services to those with a mental illness who become involved in the criminal justice system. Meridian is the lead agency for the County in providing these services. As the director of the area's community mental health center, I am an appointment called for in the enabling legislation.

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

I bring an understanding of the needs of those we are trying to help, evidence based practices designed for this population, and administrative and grantwriting ability. In addition, my training in psychology means I ahve an understanding of evaluation mehtodologies needed to assess program effectiveness.

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 #:2779

Name of Advisory Board/Committee:
Criminal Justice, Mental Health & Substance Abuse Grant Planning Committee

Applying For:
Director of a Local Substance Abuse Treatment Program

First Name:
Jim

Middle Initial:

Last Name:
Pearce

Suffix:

Address:
3615 SW 13 St

City:
Gainesville

Zip Code:
32608

E-Mail Address:
jim_pearce@cdsfl.org

Home Phone:
352-331-5354

Work Phone:
352-244-0628

Ext:
3824

Occupation:
CEO

Place of Employment
CDS Family & Behavioral Health Services, Inc.

Education:

Masters in Criminal Justice

Professional Organizations:

Circuit 8 Juvenile Justice Board
Alachua County Juvenile Justice Council
Public Safety Council
Southeast Network of Youth and Family Services Board of Directors
Florida Alcohol and Drug Abuse Association
Florida Network of Youth and Family Services

Age (60 and over):

Yes

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

White

Are you a resident of Alachua County?

Yes

If yes, how long?

37 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:

Served on and chaired many local community boards

Training or Experience Related to the Appointment:

Over 35 years in administrative/management positions working with Juvenile Justice and Child Welfare programs in state government and non-profit agencies.

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

Strong experience in the field with years of program management.

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

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Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:2437

Name of Advisory Board/Committee:
Criminal Justice, Mental Health & Substance Abuse Grant Planning Committee

Applying For:
Representative - Area Homeless Program (Must have a letter of recommendation from an area Homeless program)

First Name:
Cheryl

Middle Initial:
J

Last Name:
Wedgwood

Suffix:
Ms.

Address:
4800 SW 13th street

City:
Gainesville

Zip Code:
32643

E-Mail Address:
c_wedgwood@yahoo.com

Home Phone:
352-222-2256

Work Phone:
352-244-5106

Ext:

Occupation:
Executive Director VETSPACE Inc.

Place of Employment

VETSPACE Inc.

Education:

BA Psychology, St. Leo University

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?

since 1993

If no, what county?

If yes, name of board(s):

Civic and Professional Accomplishments/Honors:

Training or Experience Related to the Appointment:

CHERYL J. WEDGWOOD

PROFESSIONAL OBJECTIVE
A challenging and rewarding position in a progressive Human Services Organization, where formal education, personal skills and past experience will have valuable application.

PROFESSIONAL BACKGROUND

October 2006 - Present
Program Director- VETSPACE Inc., Gainesville, FL
? Participate in Individual Program Plan Meetings and Vettings as appropriate.
? Maintain all records relating to activities and training in accordance with Federal, State and local standards.
? Monitor and review staff performance in carrying out assigned activities.
? Conduct outreach as to assess clients for appropriate placement within program and refer to appropriate resources within community according to treatment needs.
? Promote program and community development through interaction with community agencies and resources.
? Analyze data to measure the effectiveness of program and develop resources.
? Prepared accurate, well-organized and complete written reports

March, 2004 - June 2006
Human Service Program Specialist- Department of Children& Families, Substance Abuse & Mental Health Office, Gainesville, FL
? Processed the purchase of therapeutic court ordered services for the children and their families that had been abused or neglected.
? Processed comprehensive assessment as referred by DC&F Protective Investigators.
? Processed court ordered Psychological Evaluations used to assist in determining parental competency.

November 1995- March 2004
Mental Health Program Specialist- Meridian Behavioral Healthcare Gainesville, Fl
? Conduct outreach as to assess clients for appropriate placement within program and refer to appropriate resources within community according to treatment needs.
? Promote program and community development through interaction with community agencies and resources.
? Analyze data to measure the effectiveness of program and develop resources.
? Develop monitorin

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

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August 23, 2011 Regular BoCC Meeting
Agenda Item #11

Title
Gainesville/Alachua County Regional Airport Authority: One Appointment (Amended)

Amount
N/A

Description
Consider the appointment of one citizen to the Gainesville/Alachua County Regional Airport Authority.

Recommendation
Appoint one citizen to the County-appointed position on the Gainesville/Alachua County Regional Airport Authority, term ending July 2014.

Alternative(s)
Continue to advertise the vacancy.

Requested By
Mary Lowry, X6904

Originating Department
County Manager's Office

Attachment(s) Description
Tally sheet, attendance roster, membership roster, and one application.

Documents Requiring Action
N/A

Executive Summary
As of August 1, 2011 there is a vacancy in the County-appointed position on the Gainesville/Alachua County Regional Airport Authority. One citizen has applied for the position.

Background
The Regional Airport Authority is made up of 9 citizens. Five of these are appointed by the City of Gainesville, three are appointed by the Governor, and one is appointed by the County. The Regional Airport Authority has jurisdiction over the operation and maintenance of, and improvements to, the airport and airport facilities. County appointee (appoint one to a term ending July 2011): 1) Ian Fletcher (served 1 term, attendance satisfactory)

Issues
This position has been advertised for over 3 months and no other citizens have applied.

Fiscal Recommendation
N/A

Fiscal Alternative(s)

N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: GACRAA Membership.pdf
Attachment: GACRAA Tally Sheet.pdf
Attachment: GACRAA Attendance.pdf
Attachment: FletcherI with Attachments.pdf

COMMITTEE: Gainesville/Alachua County Regional Airport Authority 08/23/11

APPLICANTS	BAIRD	BYERLY	DeLANEY	LONG	PINKOSON
Citizen-at-large – appoint one to a term ending July 2014:					
Ian Fletcher (served 1 term, attendance satisfactory)					

Gainesville/Alachua County Regional Airport Authority STAFF: Suzanne Schiemann - (352) 373-0249				3 year terms
NAME/MEMBERSHIP CATEGORY	**ADDRESS/PHONE NUMBER**	**DATE TERM EXPIRES**	**TERM CURRENTLY SERVING**	**APPOINTED BY**
VACANT Appt Date: 8/1/2011 Previous member: Ian Fletcher - Continues to serve Category: Citizen-at-Large	4627 SW 45th Lane Gainesville, FL 32608 (h)(352) 505-3097 (w)(352) 334-7105 ext: 326 ianrfletcher@yahoo.com	7/31/2014	1	County
Report Date: 8/3/2011 @ 4:29 PM				

Gainesville-Alachua County Regional Airport Authority

Meeting Attendance for the Month July 2011

	Appointing Body	7/29/2010	8/26/2010	9/23/2010	10/28/2010	11/18/2010	12/16/2010	1/27/2011	2/24/2011	3/24/2011	4/28/2011	5/26/2011	6/23/2011	7/28/2011	In Violation if absent at next meeting?
Brashear, Billy	Governor	P	A	A	P										
Breeze, William	City	P	P	P	P	P	P	P	P	P	P	P	P	P	
Crowley, Susan	City		P	P	P	P	P	P	P	P	P	P	P	P	
Ewers, Ron	Governor	P	P	P	P	P	P	P	A	A	P	P	P	P	
Fletcher, Ian	County	P	P	P	P	P	A	P	P	P	P	A	A	P	
Goldstein, Mark	City	P	P	A	P	P	P	P	P	P	P	P	P	P	
Gonzalez, Roderick	Governor					A	P	P	P	P	P	P	P	P	
Minck, Mark	Governor					P	A	P	P	P	P	P	P	P	
Phillips, Win	City	P	P	P	P	P	P	P	P	P	A	P	P	P	
Samarrai, Remzey	Governor														
Scarborough, Brian	City		P	P	P	P	P	P	P	P	A	P	P	P	
Thomas, K. Kinnon	City	P													
Woods, Janet	City	P													

A = Absent
P = Present

8/9/2011

Alachua County Board of Commissioners
Advisory Board Coordinator
PO Box 2877
Gainesville, FL 32602-2877
Telephone: 264-6904, FAX: 338-7363
Confirmation #:3412

Name of Advisory Board/Committee:
Gainesville/Alachua County Regional Airport Authority

Applying For:
Citizen-at-Large

First Name:
Ian

Middle Initial:
R

Last Name:
Fletcher

Suffix:

Address:
4627 SW 45th Lane

City:
Gainesville

Zip Code:
32608

E-Mail Address:
ianrfletcher@yahoo.com

Home Phone:
352-505-3097

Work Phone:
352-244-5111

Ext:

Occupation:
Employer Service Representative

Place of Employment
Gainesville Area Chamber of Commerce/FloridaWorks

Education:

University of Florida-current

Professional Organizations:

Vice Chair Gainesville Alachua Regional Airport Authority;
Board Chair AMIKids Gainesville;
Leadership Gainesville Alumni Association; Former Board of Director for East Gainesville Development Corporation
Pastor of Trinity Assembly Dream Center;

Age (60 and over):

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

African-American

Are you a resident of Alachua County?

Yes

If yes, how long?

23 years

If no, what county?

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

Yes

If yes, please list board(s):

Gainesville Alachua County Regional Airport Authority

Civic and Professional Accomplishments/Honors:

Certified Workforce Professional; Authorized Job Profiler for Region 9 Workforce Board Alachua/Bradford; Certified Aids Counselor by the Florida Department of Health; Board Chair AMIKids Gainesville, Vice-Chair Gainesville Alachua Regional Airport Authority; Elder of Church of God in Christ; Former Store Manager of Winn Dixie Stores Inc.

Training or Experience Related to the Appointment:

I have been a member of the Gainesville Alachua County Regional Airport for the last three years. During this time I have served as the Chair of the Facilities & Planning Committee, I am on the Finance, Audit & Operations Committee, and the Governance & Nominating Committee. I am currently Vice-Chair of Gainesville Alachua Regional Airport Authority

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

I will continue to work with the Airport staff in marketing the airport to area traveling business professionals, and vacationers in the Gainesville Ocala area. I will also continue to work with Airport staff and the Council for Economic Outreach to bring a business to Gainesville to occupy the former Eclipse building.

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Yes

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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

IAN R FLETCHER

ianrfletcher@yahoo.com

Objective

OBJECTIVE: Obtain a position where I can maximize my abilities and experience; management skills, quality assurance, program development, and training experience.

Abilities

- **Certified Workforce Profession.**
- **Authorized Ready to Work Profiler**
- **Excellent presentation, interpersonal, communication, and listening skills.**
- **Strong relationship building, influencing, and customer service skills.**
- **Organized with great ability to multi-task.**
- **Ability to meet deadlines for multiple simultaneous projects, and work well under pressure.**
- **Project management skills.**
- **Profound computer skills (e.g., Microsoft office programs, Skillpro software, EFM).**
- **Ability to work independently, and within a team environment.**
- **Successful employment filled rate.**

Employment History

Business Service Representative

04/2007 - Current **Gainesville Area Chamber of Commerce/ FloridaWorks** **Gainesville, FL**

Manage Employ Florida job orders for business ensuring job orders are closed correctly or extended if needed. Manage Job Fairs and Recruiting event for employers. Implemented the Florida Ready to Work Program, performing job profiles for companies. Collect Best Training Grant applications for business, submitting to appropriate department for approval.

Field Specialist Merchandiser

03/2005 - 04/2008 **Mosaic Inc** **Gainesville, FL**

Field Specialist on different projects Nov. 2005- Exact Budget CD program

Sports Reporter/Sales Rep

09/2002 - 03/2008 **ESPN 1230am Gainesville 900amOcala** **Gainesville, FL**

Sales Specialist & Sports Reporter Day to Day sales and covering Gator sports and practices. Football, Men's and Women's Basketball, Woman's Volleyball, and Track and Flied. Co-Host drive time every Friday before football games and Pregame show on Game day.

Sports Writer

09/2006 - 01/2007 **GatorCountry.com** **Gainesville, FL**

Responsible for conducting interviews and writing articles on High School recruits interested in The University of Florida. Responsible for covering the University of Florida Basketball team.

Store Manager

05/1990 - 02/2005 **Winn Dixie** **Gainesville, FL**

Store Manager Recognize and understand all aspects of business and how they interrelate. Successfully manage a $14.4 to $18 million volume selling areas utilizing successfully planning, merchandising, data analysis and inventory purchase and control. Handled consignment accounts and vendor relations provided forecasting, market analysis, budgetary and profit requirements, balancing and allocation of funds in retail. Oversaw and directed day to day activities of diverse retail operation. Capable of working effectively in a variety of arenas requiring creative, innovative thinking. Supervise all aspects of store operations and merchandising activities which include directing staff of 120+ employees Hired, terminated and scheduled training sessions to keep employees informed of corporate policy changes Proven ability to relate to professionals, staff and co-workers at all levels Skilled negotiator. Listen to and fully understand all aspects of any dilemma Store Manager 2003-2005 Co-Manager - 1999-2003 Assistant Manager - 1997-2000 Produce Manager - Jan - May 1997 Jr. Assistant Manager - 1994-1996 Grocery Manager - 1993-1994 Receiving Manger - 1990-1993

Education History

Completion Date	Issuing Institution	Qualification	Course of Study

	University of Florida	3 Years at College or a Technical or Vocational School	Telecommunication

Currently attending the University of Florida Telecommunication school

06/1988	Miami Norland Sr. High	High School Diploma	Business

Certifications

Certification Title	Issuing Organization	Completion Date
Florida Certified Workforce Professional	Dynamic Works Institute	12/2007
Florida Ready to Work Assessments Proctor	Workforce Education, DOE	06/2007
Florida Ready to Work Profiler	ACT WorkKeys	09/2007
Minister's & Tax Financial Services	Church Management and Tax Conference	04/2006
Aids Counselor	Florida Department of Health	07/2006

Honors

Delta Epsilon Iota Academic Honor Society

Additional Information

PROFESSIONAL ORGANIZATION:

- Ordain Elder of Church of God in Christ Inc.
- Financial Officer of Tabernacle of Praise & Restoration Outreach Center (In charge of the finance of the church from 8/2006-01/2009)
- Graduate member of Leadership Gainesville Class 32.
- Dean for Leadership Gainesville Class 33.
- Coordinator for Financial Peace University
- Member Leadership Gainesville Alumni Association
- Past Treasurer for AMIKids Gainesville
- Board Chair for AMIKids Gainesville
- Board Member of Small Business Council
- Board Member Generation Outreach Church of God in Christ
- Board Member Divine Ministry Inc.
- Vice-Chair of Gainesville Alachua County Regional Airport Authority.
- Former Board member East Gainesville Development Corporation

Ian Fletcher is the Elder in the Church of God in Christ (C.O.G.I.C), and former Community Development at Generation Outreach C.O.G.I.C. (GO! Church), attending meetings in the community, while keeping the church informed of all that is going on in our community. I also have the responsibility of implementing programs that are beneficial to the surrounding community as well as the community in the immediate vicinity of the church. Partnering and developing relationships with feed the homeless organization, food banks, and charity organizations. Implemented Dave Ramsey's Financial Peace University for all looking to free them self from debt. Ian Fletcher is a former member of the Florida Central Second Ecclesiastical Jurisdictional Retreat Committee.

Prior to joining GO! Church Ian Fletcher was the Chief Financial Officer and Sunday School Superintendent for the Tabernacle of Praise and Restoration Outreach C.O.G.I.C. Ian Fletcher is the husband of Patrice Fletcher for 20 years, together they have a daughter Julia 10, and son Joshua 2-year old. Ian Fletcher is an Employer Service Representative at Gainesville Area Chamber of Commerce FloridaWorks the Region 9 Workforce Board with responsibility of maintaining the Employ Florida job bank and performs outreach to businesses of our community. Ian Fletcher is also an authorized job profiler, developing job descriptions task list for companies, taking that task list and applying it to skills levels (e.g., Applied Mathematics, Reading for Information, Locating Information, and Teamwork). Prior to joining the Gainesville Area Chamber of Commerce Ian Fletcher was a sports reporter for the local ESPN affiliate, and a store manager for Winn Dixie Supermarket Inc.

Ian Fletcher is currently board chair of AMIKids Gainesville. AMI Kids-Gainesville serves young men and women, ages 15-18, who have been adjudicated delinquent. The program is dedicated to developing at-risk youth into responsible, productive citizens and has influenced the lives of many young people in Alachua County and Marion County. Ian Fletcher was appointed by the Alachua Board of County Commissioners, to the county seat on the Gainesville Alachua County Airport Authority. Ian Fletcher is currently the Vice-Chair of the Gainesville Alachua County Airport Authority. Ian Fletcher is a former member of the board of director for the East

Gainesville Development Corporation and was appointed to the Small Business Council of Alachua County. Ian Fletcher is also a member of Divine Ministry Marketing & Public Relations committee.

Airport Overview

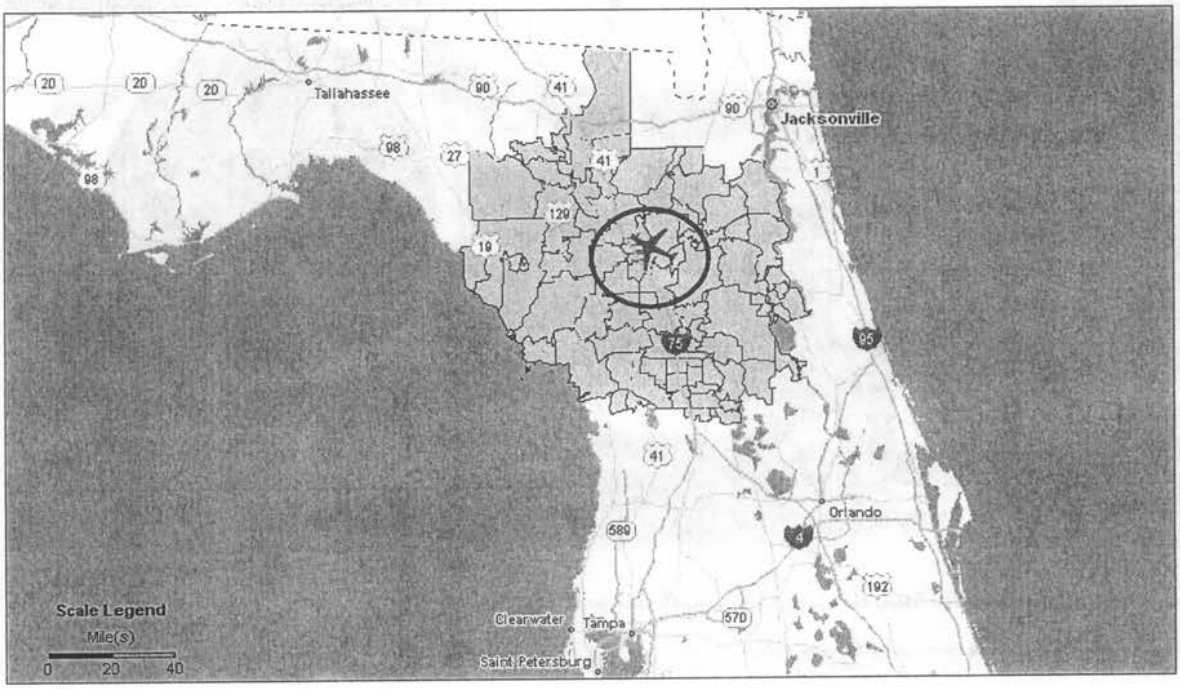
- Gainesville Regional Airport is governed by the Gainesville-Alachua County Regional Airport Authority, an appointed board, consisting of 9 members. Members are appointed by the City of Gainesville, Alachua County and the Governor's office.

- The airport is served by Delta, US Airways affiliates, and American Eagle. The airport served nearly 328,000 commercial passengers in 2010.

- In 2010, GNV supported more than 80,000 aircraft operations by airline, corporate, government, military, law enforcement and private aircraft.

GAINESVILLE REGIONAL AIRPORT

GNV's Service Area



Airport Facilities & Operations

- Airport facilities consist of a 57,000 square foot airline terminal, two paved runways and more than 330,000 square feet of covered aircraft storage and office space. Approximately 156 aircraft are based and supported at GNV.

- Our FY2010 Operating Budget is approx. $4 million including city staffed airport fire and police units. Operations are funded completely by tenant and user fees.

- The airport and its tenant businesses employ more than 340 aviation and travel related professionals.

- The airport relies primarily on federal and state grants as well as ticket surcharges (PFC's) for major capital improvements. Capital spending has averaged more than $4 million annually over the last ten years.

GAINESVILLE REGIONAL AIRPORT

Airport Economic Impact

- There are approx. 30 on-site tenants that contribute to the airport's annual economic impact. Many support health, welfare and safety related services (i.e. air ambulance and EMS transport, organ and blood transport, police helicopter units, forest service, FAA, TSA, etc. Direct impacts also include airport related construction jobs.
- Indirect impacts are associated with spending from visitors arriving in the area via GNV

	Direct	Indirect	Multiplier	Total
FDOT STUDY March 2010	**$67,266,700**	**$62,093,100**	**$102,023,90**	**$231,383,700** Supporting 2,391 jobs and over $73 million in payroll!

- Airline Terminal Side of the Airport currently provides 129 full-time and 78 part-time jobs.

207 jobs

Employer	Full-time	Part-time
ACVCB	0	2
Regional Elite (Delta AL)(American Eagle)	21	5
Avis	16	30
Budget	3	0
Enterprise	4	4
Fox Security	3	0
GACRAA	31	4
GPD	4	0
Hertz	6	6
Tailwinds	2	2
National	5	3
Robinson - ATCT	6	0
Taxicab Drivers	10	0
TSA	12	16
USAirways Express	6	6
Total	**129**	**78**

GAINESVILLE REGIONAL AIRPORT

- General Aviation side of the Airport currently provides 99 full-time and 42 part-time jobs.

  \+ 141 jobs
  348 total jobs!

* These figures do not include construction jobs at the airport.

Employer	Full-time	Part-time
Air Methods	7	0
Federal Aviation Administration	12	0
FedEx (Mountain Air Cargo)	10	6
Gator Aviation Services	3	0
GFR	6	0
Joint Aviation Unit	5	0
Kenn Air Aviation	1	0
RD Air Services	11	1
Sky Chiefs Aviation	1	2
Southeast Aircraft Charters	4	0
University Air Center	32	33
University Athletic Assoc.	7	0
Totals	**99**	**42**

GAINESVILLE REGIONAL AIRPORT

Current Airport Initiatives

Continued Air Service Development

- GNV staff continue to study regional demand, develop marketing proposals and solicit expanded service from new and existing carriers, including Low Cost Carriers (LCC's).
- American Eagle Service to Miami Hub began October 1st!
- Top O&D cities targeted for future direct service:

  New York

  Boston

  Washington/Baltimore

  Dallas

  Philadelphia

GAINESVILLE REGIONAL AIRPORT

Air Service Development

- GNV staff regularly attend industry meetings with airlines and visit airline corporate headquarters to advocate for enhanced air service.

- Continue outreach to regional stakeholders and potential passengers - GNV offers convenience, competitive fares, worldwide connections, mileage and parking savings.

- GNV aircraft load factors are strong (above 85%). Modest increases in GNV usage will create incentive for airlines to add new seats and service. This will have significant effect on business recruitment and retention efforts and local economic development.

- **Marketing Task Force Created**
  Group of regional leaders and frequent business flyers
  Visiting local employers to discuss air travel needs, educate them on GNV advantages and adopt "Buy Local" Travel Policy

GAINESVILLE REGIONAL AIRPORT

Air Service Development

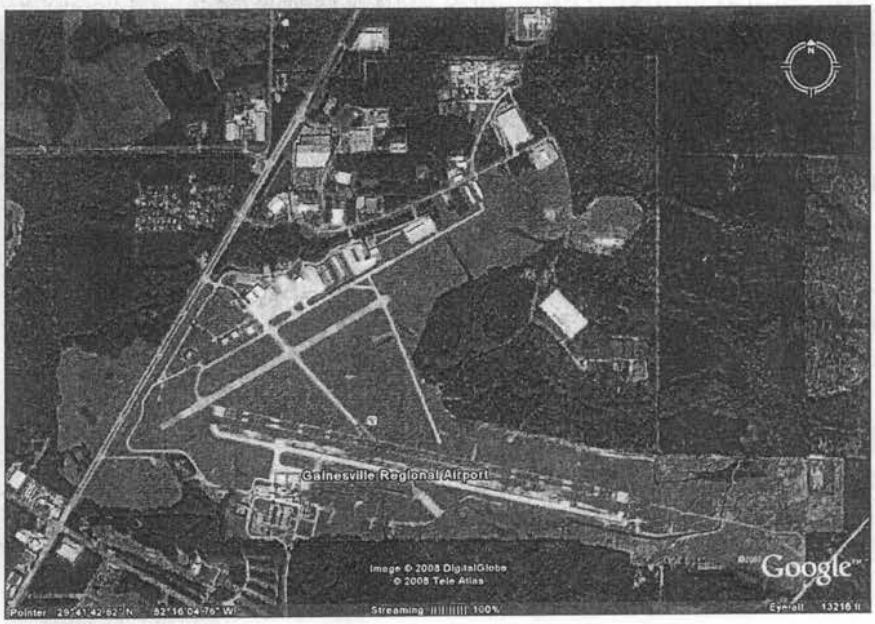
- "Low Fare Alert" System
  GNV Fares have never been more competitive. Many severely discounted fares are available . The airport has a list of over **7,000** volunteer subscribers receiving low fare alert e-mails.

- Road Warrior Program
  GNV has many loyal business travelers who fly multiple times per month. These "Road Warriors" are encouraged to log their trips and be recognized.

- Small Community Air Service Development Grants
  GNV has been awarded federal funds of $150,000 in marketing assistance to help advertise and promote existing service as well as fledgling American Eagle Service to Miami. Several local media outlets and area businesses are offering assistance and in-kind services.

GAINESVILLE REGIONAL AIRPORT

Airport Development



GNV occupies 1,870 acres.

Approximately, 1,422 of the total is currently designated for aeronautical use.

About 220 acres is airport industrial park.

Much of the land has wetland, airspace or other constraints

GAINESVILLE REGIONAL AIRPORT

Planned Construction 2010-2012

Terminal Area Improvements

- Phase III Terminal Building Improvements: Project Budget $1,500,000
  Upgrade airline and rental car counters, exterior upgrades including new water service, new sidewalks, landscaping, exterior lighting and additional energy efficiency, security and aesthetic improvements.

- Terminal Solar PV Panels – Approx 225 kw system in two phases. Project Budget $1,300,000.

- Common rental car fueling and washing facility as well as expanded rental car drop-off lot. Project Budget $2,100,000.

- Ground Transportation Canopy – Curbside covered interface for City and charter bus passengers/baggage and additional taxicab queuing. Project Budget $400,000.

- Airport Access Road Phase I – New airport access from SR24 will serve approx. 40 acre area for future aeronautical and commercial development. Road is planned to eventually connect to the commercial terminal building. Project Budget $1,442,000.

GAINESVILLE REGIONAL AIRPORT

Planned Construction 2010-2012

- Parking lot and equipment upgrades, including automated pay lane, sidewalk and landscaping improvements and new toll booths. Project Budget $350,000. Funding source is not yet secured.

Airfield and General Aviation Improvements

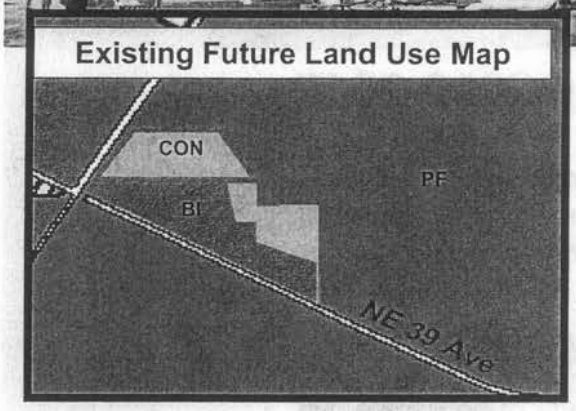
- Rehabilitate Taxiway C Pavement: Project Budget $946,000
- Rehabilitate Taxiway A Pavement, Phase I: Project Budget $812,000
- Rehabilitate South Airfield Lighting Vault and Install Automated Lighting Control System: Project Budget $573,000
- GA Terminal Expansion: Project Budget $2,000,000
- Rehabilitate Former AFSS Building (for re-rental): Project Budget $150,000

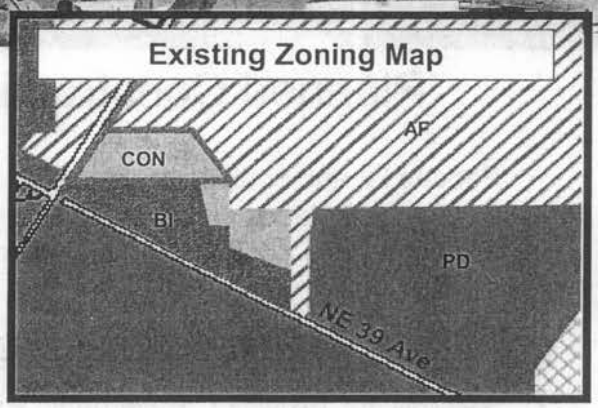
GAINESVILLE REGIONAL AIRPORT

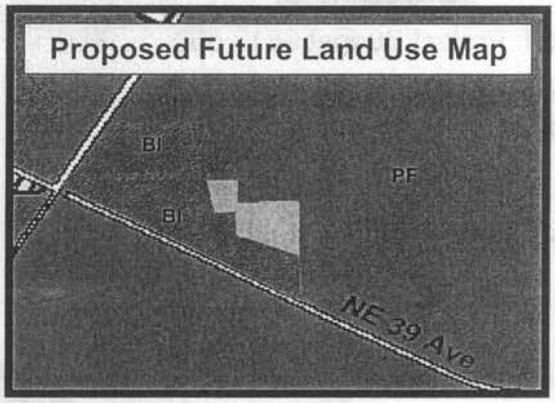
Additional Short-Term Priorities

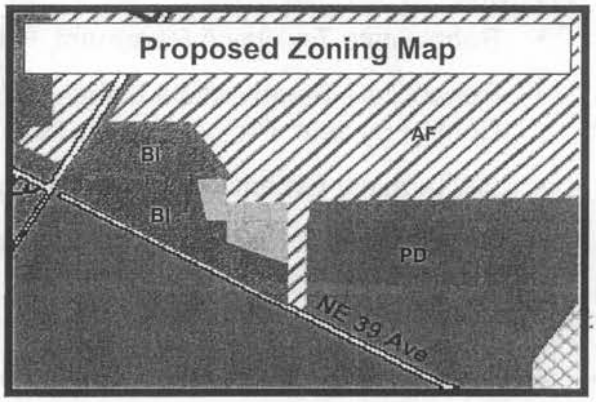
- Complete conceptual plans for Airline terminal and apron expansion to accommodate additional airlines
- Expand allowable land uses in AF Zoning District to include light manufacturing and additional commercial uses.
- Find new tenant, either aviation related, manufacturing or other, to occupy former Eclipse Aviation facility.
- Re-zone former "Horse Show Grounds" property adjacent to SR24 and other select parcels to Business Industrial for future development.
- The airport has identified a limited amount of property suitable for non-aeronautical development in the short-term. Identify and attract potential developers for hotel, restaurant, office, light manufacturing, etc. as market recovers.

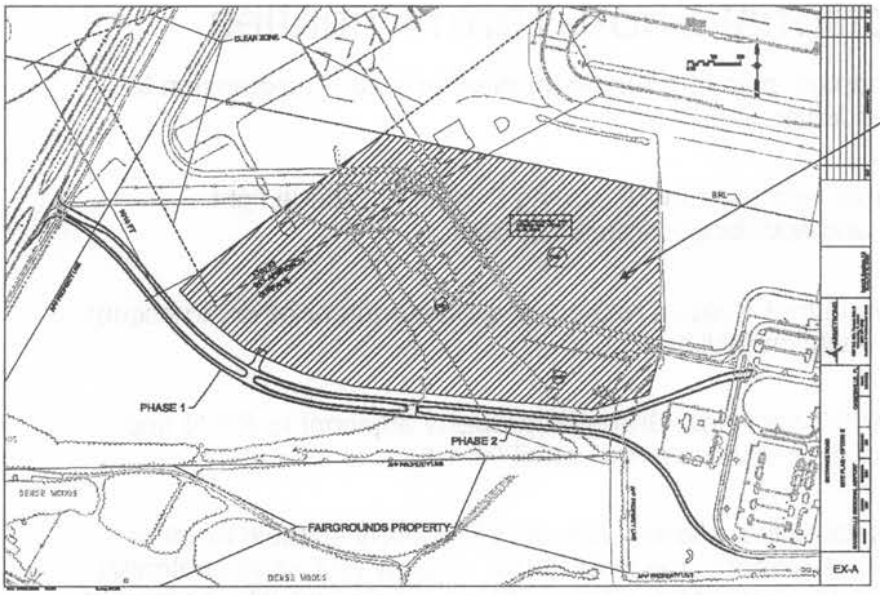
GAINESVILLE REGIONAL AIRPORT











Area of potential aeronautical and/or commercial development (approx. 40 acres)

Proposed Access Road Off Waldo Rd.

Additional federal funding is still required for Phase II connection to airline terminal

GAINESVILLE REGIONAL AIRPORT

August 23, 2011 Regular BoCC Meeting
Agenda Item #12

Title
H.T.E. Financial System Software Upgrade to ONESolution (Amended)

Amount
$305,067.00

Description
Approve the attached contracts with SunGard Public Sector for Software License and Maintenance agreement to upgrade the County's current H.T.E. financial system to SunGard's new ONESolution financial software package.

Recommendation
Authorize the Chair to sign the attached contracts with SunGard Public Sector to upgrade the County's H.T.E financial system to ONESolution and the attached resolution & budget amendment to appropriate $233,267 from unallocated Capital Project Fund account and authorize expenditure of $35,000 from the Computer Replacement Fund. Authorize the County Manager to sign a Memorandum of Understanding with the Library District to accept the District's contribution of $36,800 to the project. Also, authorize staff to increase the annual ITS computer replacement fund allocation by $18,000 to cover future replacement cost of the computer hardware.

Alternative(s)
Continue utilizing H.T.E. financial system until maintenance support and hardware support is canceled.

Requested By
Todd Hutchison, Finance Director, Alachua County Clerk of the Court

Originating Department
Finance & Accounting

Attachment(s) Description
Software License & Services Agreement, Software Maintenance Agreement, Resolution, Budget Amendment, Fund 300 Capital Project Fund appropriation listing, and Comparison of Current Costs to Upgrade Costs

Documents Requiring Action
Software License & Services Agreement, Software Maintenance Agreement, Resolution and Budget Amendment

Executive Summary
The County's financial software provider, SunGard Public Sector, is currently offering its long-term customers a loyalty rebate to upgrade to their new financial software system called ONESolution. As part of the loyalty discount, SunGard will waive $226,030 in license fees for Financials, Payroll, & Human Resources modules. The amount being requested for this project is to cover one-time upfront costs for training, data conversion, project management, and new computer hardware. If this project is approved, the County will save $26,000 per year on average in annual maintenance costs.

Background
In 1993 the County issued RFP# 93-116 for an integrated financial system. Through the RFP process the County selected the H.T.E. financial system and the system went live in 1995. While the system has allowed the County to continuously receive clean audits over the years, the technology is 18+ years old and has a number of weaknesses, including: limited management reporting

capabilities, inability to evolve software system to hardware with open architecture, limited payroll reporting capabilities, limited ability to integrate searchable database with the County's website, limited e-access for citizens, inability to process receipts/disbursements electronically, and limited ability to move toward a paperless system. SunGard Public Sector realizes the limitations of the H.T.E. financial system and has been working on a replacement product for several years. Last fall SunGard announced their next generation financial system, ONESoltuion, was being released. SunGard is encouraging current clients to migrate to ONESolution by offering a waiver for the license fees on the new system. SunGard is also offering a discount on the annual maintenance fees for clients that move from H.T.E. to ONESolution. The reduction in maintenance fees will pay for the upfront costs & new hardware costs within a 10 year period. ONESOlution is an Enterprise Resource Planning (ERP) software suite that was written from the ground up in Microsoft.Net. The system uses Service Oriented Architecture (SOA). The new system also uses Microsoft Windows Presentation Foundation (WPF) features which help to deliver a common look and feel to all users. ONESolution integrates seamlessly with Microsoft Office (Excel, Word, PowerPoint, etc). The new system will also include an e-Portal that will allow citizens & employees access to all the County's public financial records. Citizens will have the ability to search vendor payments, contract payments, receipts, etc.

Issues

The County's current financial system, H.T.E., is 18+ years old and support for the software & hardware that it resides on will be phased out in the next few years. Once support has been phased out, the County will have less leverage to negotiate an agreement for a new financial software system. SunGard Public Sector is offering a discount to current customers to migrate from H.T.E. to their new financial system called ONESolution. The current discount equals $226,030 which is a full waiver for the Financials, HR, Purchasing, & Payroll licensee fees. Staff believes the licensee fee discount will be phased out once SunGard has signed a pre-determined number of customers to migrate to ONESolution.

Fiscal Recommendation

Financial Planning Group (FPG) unanimously voted to recommend that the BOCC approve the contracts and authorize the Chair to sign the agreements with SunGard Public Sector to upgrade the County's H.T.E financial system to ONESolution and approve a resolution & budget amendment to appropriate $233,267 from unallocated Capital Project Fund account and authorize expenditure of $35,000 from the Computer Replacement Fund. Authorize the County Manager to accept Memorandum of Understanding from the Library District for the District's contribution of $36,800 to the project. Also authorize staff to increase the annual ITS computer replacement fund allocation by $18,000 to cover future replacement cost of the computer hardware.

Fiscal Alternative(s)

Continue utilizing H.T.E. financial system.

Funding Sources

Capital Project Fund, Computer Replacement Fund, Library District Contribution

Account Code(s)

300-0000-590.99-20; 327-1634-519.64-00

Attachment: SunGard HTE OneSolution License Final.pdf
Attachment: Budget Amendment for OneSolution.pdf
Attachment: long term cost analysis.pdf
Attachment: Resolution for Unanticipated Revenue.pdf
Attachment: SunGard HTE OneSolution Final.pdf
Attachment: fund 300 appropriated non-operating acct listing.pdf

CUSTOMER NO. ACCO-1002LG; CONTRACT NO. 101319

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

Alachua County, FL
a charter county and political subdivision of the State of Florida
by and through its Board of County Commissioners
12 SE 1st Street
Gainesville, FL 32601
(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by August 29, 2011.

Alachua County, FL

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: 8/23/2011

APPROVED AS TO FORM

_____
ATTORNEY

SunGard Public Sector Inc.

BY: _____

PRINT NAME AND TITLE: V.P., HR

DATE SIGNED: 7/19/11

ATTEST:

_____
J. K. IRBY, CLERK

THIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information

pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least one a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately $700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee's request.

(b) Object Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

4. Services.

(a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

(b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

(c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly

replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

(a) Payment.

(i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

(ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such expenses will be reimbursed in accordance with SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy to the extent allowed under section 112.061, Florida Statutes. SunGard Public Sector's invoice shall describe with reasonable particularity each service rendered, and the dates thereof. SunGard Public Sector will make available, upon request, such documentation and/or data in support of services & expenses for which payment is sought as the Customer may reasonably require. Each invoice shall bear the signature of a designated representative from SunGard Public Sector which signature shall constitute SunGard Public Sector's representation to the Customer 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 travel expenses included in the invoice have been reasonably incurred in accordance with this Agreement, and that the amount requested is currently due and owing, there being no reason known to SunGard Public Sector that payment of any portion thereof should be withheld. SunGard Public Sector shall submit invoices to the Customer at the following address or such address as may otherwise be requested by the County in writing:

Alachua County Clerk of the Court
Attention: Todd Hutchison, Finance Director
P.O. Box 939
Gainesville, FL 32602

(b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c). Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(d) **FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. Confidential Information. Regardless of other language contained herein, for a period of five (5) years 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, SunGard Public Sector shall keep and make available to the Customer for inspection and copying, upon reasonable and written request by the Customer, all records in SunGard Public Sector's possession relating to the contract. Additionally, to the extent required under Chapter 119, Florida Statutes, SunGard Public Sector shall make said records available, within thirty (30) days of a reasonable and written request by the Customer, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

Any document submitted to the Customer may be a public record and, to the extent required under Chapter 119, Florida Statutes, 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, SunGard Public Sector may claim that some or all of SunGard Public Sector's Confidential Information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations, is, or has been treated as, confidential and proprietary by SunGard Public Sector in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. SunGard Public Sector shall clearly identify and mark such Confidential Information as "Confidential Information" or "CI" and the Customer shall use its best efforts to maintain the confidentiality of the information properly identified by SunGard Public Sector as "Confidential Information" or "CI".

The Customer shall promptly notify SunGard Public Sector in writing of any request received by the Customer for disclosure of SunGard Public Sector's Confidential Information and SunGard Public Sector may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction.

Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

9. Indemnity by SunGard Public Sector.

(a) Indemnities.

i) Indemnity for IP Infringement. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO**

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

ii) General Indemnity. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Contractor shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any negligent acts, or negligent omissions of Contractor, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. In no event, however, will Contractor be liable for any consequential damages, including lost profits, savings or reprocurement costs, even if Contractor has been advised of their possibility.

(b) The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of SunGard Public Sector, the Customer, 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 SunGard Public Sector. SunGard Public Sector's obligation to indemnify and defend under this section will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Customer 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 SunGard Public Sector's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the Customer and SunGard Public Sector.

(d) Nothing contained herein shall constitute a waiver by the Customer of sovereign immunity or the provisions of 768.28, Florida Statutes.

10. Term and Termination.

(a) Rights of Termination.

i) For Breach. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

ii) For Non-Appropriation of Funds. Customer believes that sufficient funds can be obtained to pay all amounts due SunGard Public Sector throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified herein. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from SunGard Public Sector the licenses and services set forth herein. In the event sufficient funds are not appropriated, not budgeted or not otherwise legally available, Customer shall immediately notify SunGard Public Sector of such occurrence and SunGard Public Sector will respond with a proclamation that the Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by SunGard Public Sector prior to the notice and b) for all software which has been delivered and accepted."

(b) Effect of Termination. Upon termination of this Agreement by either party, Customer will

promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

A copy of any notice to the Customer must also be sent to:

J.K. Irby
Clerk of the Court
Attn: Finance & Accounting
P.O. Box 939
Gainesville, FL 32602

AND

Alachua County
Office of Management & Budget
Attn: Contracts
105 SE 1st Ave, Ste 6
Gainesville, FL 32601

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL

PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: Alachua County, FL

Delivery Address: 12 SE 1st Street
Gainesville, FL 32601

SOFTWARE

ONESolution Products (Component Systems)	License Fees (List)	License Fees Discount	License Fees Total
**** Financials ****			
ONESolution Finance Accounts Payable (OS-FIN-AP)	$ 15,400.00	$ (15,400.00)	$ -
ONESolution Finance Accounts Receivable (OS-FIN-AR)	$ 13,200.00	$ (13,200.00)	$ -
ONESolution Finance Budget Item Detail (OS-FIN-BD) and ONESolution Finance Position Budgeting (OS-FIN-PB)	$ 16,500.00	$ (16,500.00)	$ -
Cash Receipts (OS-CRCPT)	$ 11,400.00	$ (11,400.00)	$ -
ONESolution Finance Fixed Assets (OS-FIN-FA)	$ 13,200.00	$ (13,200.00)	$ -
ONESolution Finance General Ledger (OS-FIN-GL)	$ 37,300.00	$ (37,300.00)	$ -
Job/Project Ledger (OS-FIN-JL)	$ 16,500.00	$ (16,500.00)	$ -
ONESolution Finance Purchasing (OS-FIN-PO)	$ 18,700.00	$ (18,700.00)	$ -
ONESolution Finance Easy Laser Form (OS-FIN-ELF)	$ 4,900.00	$ (4,900.00)	$ -
ONESolution Finance Click Drag & Drill (OS-FIN-CDD)	$ 6,600.00	$ (6,600.00)	$ -
**** Payroll****			
ONESolution Finance Payroll (OS-FIN-PY)	$ 28,500.00	$ (28,500.00)	$ -
**** Human Resources ****			
ONESolution Finance Human Resources (OS-FIN-HR) / ONESolution Finance Applicant Online (OS-FIN-AO)	$ 25,700.00	$ (25,700.00)	$ -
**** Core Products ****			
Global Core (OS-GCORENV)	$ 17,360.00	$ -	$ 17,360.00
Financial Core (OS-FCORENV)	$ 16,750.00	$ -	$ 16,750.00
TOTAL:	$242,010.00	$ (207,900.00)	$ 34,110.00

SERVICES[1, 2]:

OneSolution Financials	General Ledger		Job Ledger		Budget		AR/CR		AP/Bank Rec		Purchasing	
Implementation Area	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $
•Project Management	44	7,040.00	0	-	0	-	0	-	0	-	0	-
•Install/Tech Support	60	9,600.00	0	-	0	-	0	-	0	-	0	-
•Configuration Mapping	20	3,200.00	4	640.00	4	640.00	8	1,280.00	8	1,280.00	4	640.00
•Data Conversion	20	3,200.00	0	-	0	-	4	640.00	4	640.00	4	640.00
•Report Development	8	1,280.00	0	-	0	-	0	-	0	-	0	-
•Workflow Development	8	1,280.00	0	-	0	-	0	-	0	-	16	2,560.00
•Training	16	2,560.00	4	640.00	4	640.00	4	640.00	4	640.00	8	1,280.00
•Audit	8	1,280.00	0	-	0	-	4	640.00	4	640.00	4	640.00
Totals:	184	29,440.00	8	1,280.00	8	1,280.00	20	3,200.00	20	3,200.00	36	5,760.00

OneSolution Financials	Fixed Assets		Payroll		Human Resources		Position Budgeting		Easy Laser Forms		Receipting	
Implementation Area	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $
•Project Management	0	-	36	5,760.00	0	-	0	-	0	-	0	-
•Configuration Mapping	4	640.00	20	3,200.00	20	3,200.00	4	640.00	16	2,560.00	0	-
•Data Conversion	4	640.00	8	1,280.00	8	1,280.00	4	640.00	0	-	0	-
•Report Development	0	-	8	1,280.00	0	-	0	-	0	-	0	-
•Training	4	640.00	16	2,560.00	16	2,560.00	8	1,280.00	0	-	4	640.00
•Audit	4	640.00	20	3,200.00	16	2,560.00	8	1,280.00	4	640.00	0	-
Totals:	16	2,560.00	108	17,280.00	60	9,600.00	24	3,840.00	20	3,200.00	4	640.00

OneSolution Financials for Conversion of Second Library (Alachua Public Library)	General Ledger		Job Ledger		Budget		AR/CR		AP/Bank Rec		Purchasing	
Implementation Area	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $
•Project Management	22	3,520.00	0	-	0	-	0	-	0	-	0	-
•Configuration Mapping	10	1,600.00	2	320.00	2	320.00	4	640.00	4	640.00	2	320.00
•Data Conversion	20	3,200.00	0	-	0	-	4	640.00	4	640.00	4	640.00
•Training	8	1,280.00	2	320.00	2	320.00	2	320.00	2	320.00	4	640.00
•Audit	4	640.00	0	-	0	-	2	320.00	2	320.00	2	320.00
Totals:	64	10,240.00	4	640.00	4	640.00	12	1,920.00	12	1,920.00	12	1,920.00

OneSolution Financials for Conversion of Second Library (Alachua Public Library)	Fixed Assets		Payroll		Human Resources		Position Budgeting		Easy Laser Forms		Receipting	
Implementation Area	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $	Hours	Price $
•Project Management	0	-	18	2,880.00	0	-	0	-	0	-	0	-
•Configuration Mapping	2	320.00	10	1,600.00	10	1,600.00	2	320.00	8	1,280.00	0	-
•Data Conversion	4	640.00	8	1,280.00	8	1,280.00	4	640.00	0	-	0	-
•Training	2	320.00	8	1,280.00	8	1,280.00	4	640.00	0	-	2	320.00
•Audit	2	320.00	10	1,600.00	8	1,280.00	4	640.00	2	320.00	0	-
Totals:	10	1,600.00	54	8,640.00	34	5,440.00	14	2,240.00	10	1,600.00	2.00	320.00

Notes to Services Tables:

[1] Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.

[2] Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

	Cost Summary
License Fees	$ 34,110.00
Services	$ 118,400.00
Total Contract Value	$ 152,510.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

The amounts noted above shall be payable as follows:

License Fee: 100% on the Execution Date.

Installation / Tech Support: On invoice, upon completion.

Project Management, Conversion Fees, and Professional Services Fees (includes Configuration mapping, Report Development, Workflow Development, and Audit):
Three payments as follows

- 33% upon Execution Date
- 33% upon completion of the project plan consisting of specific task completion dates and the completion of the initial training visit
- 34% upon Go-Live of all OneSolution Component Systems listed within this Exhibit 1

"Go-Live" is defined as Customer's use of the Component System with real data in a production (and not testing) mode

Training Fees: On invoice, upon completion.

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

NOTICE: To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals.

Number of Software Supplements Attached: 1

PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

Alachua County, FL
a charter county and political subdivision of the State of Florida
by and through its Board of County Commissioners
12 SE 1st Street
Gainesville, FL 32601
(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Alachua County, FL

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: 8/23/2011

SunGard Public Sector Inc.

BY: _____

PRINT NAME
AND TITLE: _____

V.P. HR

DATE SIGNED: 7/19/11

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM

AL

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Commencement Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

3. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component

System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Any annual escalation of Improvement fees shall not exceed the fee for the immediately preceding Contract Year by an amount equal to the change in the Customer Price Index for all Urban Consumers (CPI-U) U.S. City Average, published by the U.S. Bureau of Labor Statistics (hereinafter "CPI"), plus two percent (2%). Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will reimburse SunGard Public Sector for all charges incurred in connection with accessing equipment. Customer will also reimburse SunGard Public Sector for travel expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel expenses will be reimbursed in accordance with SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy to the extent allowed under section 112.061, Florida Statutes. SunGard Public Sector's invoice shall describe with reasonable particularity each expense incurred, and the dates thereof. SunGard Public Sector will make available, upon request, such documentation and/or data in support of expenses for which reimbursement is sought as the Customer may reasonably require. Each invoice shall bear the signature of a designated representative from SunGard Public Sector which signature shall constitute SunGard Public Sector's representation to the Customer that the travel expenses included in the invoice have been reasonably incurred in accordance with this Agreement, and that the amount requested is currently due and owing, there being no reason known to SunGard Public Sector that payment of any portion thereof should be withheld.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contact Year unless, at least three (3) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least three (3) months prior to the expiration of the then-current Contract Year.

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD**

PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

CUSTOMER: **Alachua County, FL**

COMMENCEMENT DATE: **November 1, 2011**

CONTRACT YEAR: The initial Contract Year begins on the Commencement Date and ends one year thereafter. Each subsequent Contract Year begins on the anniversary of the Commencement Date.

The "Maintenance Fees" amount in the table below represents the Improvements fee for the initial Contract Year.

ONESolution Products (Component Systems)	Maintenance Fees Initial Contract Year
**** Financials ****	$ -
ONESolution Finance Accounts Payable (OS-FIN-AP)	$ 3,080.00
ONESolution Finance Accounts Receivable (OS-FIN-AR)	$ 2,640.00
ONESolution Finance Budget Item Detail (OS-FIN-BD) and ONESolution Finance Position Budgeting (OS-FIN-PB)	$ 3,300.00
Cash Receipts (OS-CRCPT)	$ 2,280.00
ONESolution Finance Fixed Assets (OS-FIN-FA)	$ 2,640.00
ONESolution Finance General Ledger (OS-FIN-GL)	$ 7,460.00
Job/Project Ledger (OS-FIN-JL)	$ 3,300.00
ONESolution Finance Purchasing (OS-FIN-PO)	$ 3,740.00
ONESolution Finance Easy Laser Form (OS-FIN-ELF)	$ 980.00
ONESolution Finance Click Drag & Drill (OS-FIN-CDD)	$ 1,320.00
**** Payroll****	
ONESolution Finance Payroll (OS-FIN-PY)	$ 5,700.00
**** Human Resources ****	
ONESolution Finance Human Resources (OS-FIN-HR) / ONESolution Finance Applicant Online (OS-FIN-AO)	$ 5,140.00
**** Core Products ****	
Global Core (OS-GCORENV)	$ 4,352.00
Financial Core (OS-FCORENV)	$ 3,350.00
**** Previously Licensed Applications - Naviline ****	
Time Keeping Interface (TC)	$ 1,915.00
Modification to Time Keeping Interface	$ 100.00
TOTAL:	$ 51,297.00

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the initial Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice. Any annual escalation of Improvements fees shall not exceed the fee for the immediately preceding Contract Year by an amount equal to the change in the Consumer Price Index for all Urban Consumers (CPI-U) U.S. City Average, published by the U.S. Bureau of Labor Statistics (hereinafter "CPI"), plus two percent (2%).

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

NOTE:

Customer and SunGard Public Sector are parties to a separate written agreement ("Legacy Agreement") under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's Naviline brand software system ("Legacy Software"). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the one year period that is in effect as of the Execution Date ("Current Legacy Period"). The day of expiration of the Current Legacy Period is October 31,2010. Customer's maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified above under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in the table above in a production mode.

For the period from the Execution Date through the Commencement Date, SunGard Public Sector will provide Customer with Improvements for the Baseline Component Systems and Baseline Customizations identified in the table above in consideration of Customer's payment of the maintenance and support fees for the Legacy Software through the expiration of the Current Legacy Period.

The parties agree that Improvements for the "Previously Licensed – Naviline" applications listed above are contingent upon Customer's payment of the Improvement Fees herein as well as payment of fees for previous years of support services for such applications under the Legacy Agreement.

Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with any third party products (including but not limited to Qrep Admin and Qrep End Users) until receipt of effective written notice of termination for the subsequent term.

EXHIBIT 2
Maintenance Standards

I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Continental US Local Time excluding holidays ("5x11").

II. **Targeted Response Times**. With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
COMPARISON OF VARIOUS FINANCIAL SOFTWARE UPGRADE OPTIONS
LONG TERM ANALYSIS

Year	H T E (Current Maintenance & 3rd Party Agreements - Software Only)	Upgrade/Migration Cost to OneSolution	Primary Competitor
Initial	$ 77,085	$ 255,540 *	$ 300,000
1	79,398	56,477	100,000
2	81,779	58,171	110,000
3	84,233	59,916	120,000
4	86,760	61,714	130,000
5	89,363	63,565	140,000
6	92,044	65,472	150,000
7	94,805	67,436	160,000
8	97,649	69,460	170,000
9	100,578	71,543	180,000
10	103,596	73,690	200,000
	$ 987,289	**$ 902,986**	**$ 1,760,000**

* Initial year costs for OneSolution software includes net new equipment costs ($106,000-$35,000)
** Total project budget of $305,067 includes 5% contingency

Total H.T.E. Maitenance Costs Years 1-10	Total OneSolution Maitnenace Costs Years 1-10	Average Maintenance Cost Savings per Year
910,204	647,446	$ 26,276

RESOLUTION 11-90

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO RECOGNIZE UNANTICIPATED REVENUE FROM THE ALACHUA COUNTY LIBRARY DISTRICT FOR THE ONESOLUTION FINANCIAL SYSTEM UPGRADE AND AUTHORIZE EXPENDITURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Alachua County Library District is contributing $36,800 to the Board of County Commission;

WHEREAS, an increase to the Board of County Commission's Technoloy Fund is necessary to account for and administer revenues received from the Alachua County Library District for the ONESolution Capital Project;

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

1. That the fiscal year 2011 budget for the Board of County Commission is hereby amended as reflected in the budget amendment attached hereto as Exhibit "A."
2. By adoption of this resolution and the attached budget amendment, The Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.
3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 23 day of August A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: Lee Pinkoson, Chair

ATTEST:

J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

Alachua County Board of County Commissioners
Reserves: General Facilities Capital
FY11
300-0000-590.99-20

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Beginning fund balance					$0
Mid-Year Adjustment	OMB	3/22/2011		$781,607	$ 781,607
Sheriff Jail Window Replacement Project	Facilities	6/14/2011		($170,023)	$ 611,584
SunGard ONESolution (HTE Replacement)	F&A		8/23/2011	($233,267)	$ 378,317

ALACH COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-234
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Capital Project-General	County-Wide	Other Non-Operating	300-0000-590.99-20		(233,267)
2	Capital Project-General	County-Wide	Transfer-Out	300-0000-581.91-56		233,267
3	Technology Fund	ONESolution-Upgrade	Transfer-In	327-1634-381.30-56	233,267	0
4	Technology Fund	ONESolution-Upgrade	Capital	327-1634-519.64-00		270,067
5	Technology Fund	ONESolution-Upgrade	Misc Revenue	327-1634-369.90-00	36,800	0
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	270,067	270,067
COMBINED TOTAL		540,134

PERFORMANCE RESULTS: Establish budget in the Technology Fund for financial system upgrade from H.T.E. to ONESolution.

PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR, OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

August 23, 2011 Regular BoCC Meeting
Agenda Item #13

Title
Authorization to advertise ordinance repealing various provisions of the County Code relating to the regulation of firearms as required by the 2011 State Legislature's adoption of House Bill 45 (Chapter 2011-109, Laws of Florida) (Amended)

Amount
N/A

Description
This is a request for authorization to advertise an ordinance repealing or amending various provisions of the County Code relating to the regulation of firearms as required by the 2011 State Legislature's enactment of House Bill 45.

Recommendation
Authorize the advertisement of an ordinance repealing or amending various provisions of the County Code relating to the regulation of firearms.

Alternative(s)
Do not authorize the advertisement of the ordinance.

Requested By
County Attorney

Originating Department
County Attorney

Attachment(s) Description
(1) current County Code provisions regulating firearms that are now preempted by State legislation; (2) House Bill 45 (Chapter 2011-109, Laws of Florida); (3) proposed ordinance; (4) proposed ad.

Documents Requiring Action
Ad

Executive Summary
The 2011 Florida Legislature adopted House Bill 45. This bill, which was approved and is effective October 1, 2011, amends Section 790.33, Florida Statutes, to establish uniform firearms laws throughout the state and prohibit local ordinances relating to firearms unless specifically authorized by State law. In order to achieve compliance, this legislation makes any local ordinance, rule or regulation relating to firearms null and void and provides the civil and criminal remedies set forth in the Background section of this item. In addition, House Bill 45 now provides for penalties and fines of government entities that knowingly and willfully violate the section, eliminates the limited exception in the prior statute for county waiting periods to own handguns, and provides for termination of employment or contract or removal from office of a person acting in an official capacity who knowingly and willfully violates Section 790.33, Florida Statutes.

Background
CS CS/CS/CS/HB 45 passed the House on April 26, 2011, and subsequently passed the Senate on April 28, 2011. The bill was approved by the Governor on June 2, 2011, chapter 2011-109, Laws of Florida, and becomes effective October 1, 2011. The bill removes the statutory language that authorizes counties to adopt an ordinance requiring a waiting period of up to three working

days between the purchase and delivery of a handgun (counties still have the authority, pursuant to Art. VIII, Section 5(b) of the Florida Constitution to require a criminal history records check and a 3 to 5-day waiting period in connection with the sale of any firearm occurring within such county). The bill replaces this provision with language prohibiting specified local governmental entities from regulating or attempting to regulate firearms or ammunition in any manner provides exceptions to this prohibition. The bill sets forth various penalties for violating s. 790.33, F.S., including provisions that: 1. Require the court to declare ordinances, regulations, or rules that violate s. 790.33, F.S., invalid and issue a permanent injunction against the local government from enforcing such ordinance, regulation, or rule. It is not a defense that, in enacting the ordinance, regulation or rule, the local government was acting in good faith or upon advice of counsel; 2. Require the court to assess a civil fine of up to $5,000 against the elected or appointed local government official or administrative agency head under whose jurisdiction a violation occurred if the court determines that a violation was knowing and willful; 3. Specify that a knowing and willful violation of the statute by a person acting in an official capacity is cause for immediate termination of employment; and 4. Authorize a person or organization whose membership is adversely affected by any or enforced in violation of the statute to file suit for declaratory and injunctive relief and for all actual damages attributable to the violation. The damages and attorney's fees which may be awarded to prevailing plaintiffs could have a negative fiscal impact on state and local governmental entities who willfully violate the statute. It should be noted that, in many instances, state or federal laws which are not pre-empted by this new legislation, still provide some means of regulation of the possession or discharge of firearms in some of the areas of concern. For example, under Florida Statutes 790.06 (12) even persons licensed to carry concealed firearms are prohibited from carrying them "into any place of nuisance as defined in s. 823.05; any police, sheriff, or highway patrol station; any detention facility, prison, or jail; any courthouse; any courtroom…; any polling place; any meeting of the governing body of a county, public school district, municipality, or special district; any meeting of the Legislature or a committee thereof; any school, college, or professional athletic event not related to firearms; any school administration building; any portion of an establishment licensed to dispense alcoholic beverages for consumption on the premises…; any elementary or secondary school facility; any career center; any college or university facility…; inside the passenger terminal and sterile area of any airport…; or any place where the carrying of firearms is prohibited by federal law." Carrying of firearms into these designated places is a second degree misdemeanor under Florida Statutes 790.06(12). Use of a firearm in the commission of another crime remains a criminal offense under Florida statutes 790.07. Improper exhibition of a dangerous weapon remains a criminal offense under Florida Statutes 790.10. Discharge of a firearm over a public place or public road, street or highway remains a criminal offense under Florida Statutes 790.15. Possession or discharge of a loaded firearm by an intoxicated person remains a criminal offense under 790.151. The following provisions of the County Code should be repealed or amended to comply with state law. (a) Subsection 71.02.06(g), Neighborhood Preservation And Enhancement Programs,Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District; (b) Subsection 76.3(d), County Park Regulations – Prohibited Activities (relating to use of firearms); (c) Chapter 112, Handguns; and (d) Subsection 113.01,Offenses In Government or Public Buildings.

Issues

Should the Board authorize the advertisement of an ordinance repealing or amending various provisions of the County Code relating to the regulation of firearms as required by the 2011 State Legislature's adoption of House Bill 45

Fiscal Recommendation

n/a

Fiscal Alternative(s)

n/a

Funding Sources

n/a

Account Code(s)

n/a

Attachment: 2_FirearmsBill.pdf
Attachment: 4_FirearmsRepealAd.pdf
Attachment: 1_CodeProvisions.pdf
Attachment: 3_FirearmsRepealOrdinance.pdf

Provisions of Alachua County Code to Be Repealed Per 2011 Florida Legislature, House Bill 45

Subsection 71.02.06(g):

Alachua County, Florida, Code of Ordinances PART II - ADMINISTRATIVE CODE Title 7 - HEALTH AND SAFETY CHAPTER 71. - NEIGHBORHOOD PRESERVATION AND ENHANCEMENT PROGRAMS ARTICLE II. - SUGARFOOT OAKS/CEDAR RIDGE PRESERVATION AND ENHANCEMENT DISTRICT

Sec. 71.02.06. - Minimum standards for the district.

(g) *Firearms.* No property owner, resident, or guest shall openly display firearms, BB guns, pellet guns, bow and arrows, sling shots, or other weapons within the district. No discharge of weapons is allowed within the district.

Subsection 76.3(d):

Alachua County, Florida, Code of Ordinances PART II - ADMINISTRATIVE CODE Title 7 - HEALTH AND SAFETY CHAPTER 76. - COUNTY PARK REGULATIONS

Sec. 76.3. - Prohibited activities.

It shall be unlawful for any person to do any of the following in any park or designated area within a park unless specifically permitted to do so by a permit issued pursuant to this chapter, except for activities of a governmental agency within the scope of its governmental authority:

(d) *Hunting and firearms.* Hunting, tracking, or the pursuit of wildlife is prohibited in all park property. No person shall use, carry or possess in any park or park property, firearms of any description, air rifles, spring guns, bows and arrows, gigs, slingshots, or any other forms of weapons potentially harmful to wildlife or dangerous to human safety. Further prohibited are all instruments that can fire any kind of cartridge and any trapping devices. Shooting into park areas from beyond the park boundaries is prohibited. Any device, such as above-enumerated, that is employed to kill, immobilize or capture any wildlife, or any device otherwise used in violation of this chapter is declared a nuisance and may be seized and confiscated by park personnel or law enforcement officers.

Chapter 112:

Alachua County, Florida, Code of Ordinances PART II - ADMINISTRATIVE CODE Title 11 - OFFENSES CHAPTER 112. - HANDGUNS

ARTICLE I. - GENERALLY

Sec. 112.01. - Cooling off period between purchase and delivery of handgun.

(a) *Territory embraced.* This section shall be applicable and effective throughout the entire area of Alachua County, including all unincorporated and incorporated areas of the county.

(b) *Definitions.* For the purposes of this section, certain terms or words shall be interpreted to mean the following, unless another meaning is plainly intended:

(1) *Purchase* means payment of a deposit, payment in full, or notification of intent to purchase.

(2) *Retail establishment* means a gun shop, sporting goods store, pawn shop, hardware store, department store, discount store, bait and tackle shop, or any other store or shop that offers handguns for walk-in, retail sale, but does not include gun collectors' shows or exhibits, or gun shows.

(3) *Handgun* means any weapon commonly referred to as a pistol, other than a BB gun, which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive.

(c) *Applicability.* This section shall apply to all sales of handguns to individuals by retail establishments unless exempted in paragraph (e) of this section.

(d) *Prohibitions.* It shall be unlawful and a violation of this section for any retail establishment to deliver a handgun to a purchaser within 48 hours after the purchase of the handgun. It shall be unlawful and a violation of this section for any individual to take possession of a handgun within 48 hours after the purchase of the handgun. Records of handgun sales by retail establishments shall be available for inspection during normal business hours by any law enforcement agency, as defined in F.S. § 934.02.

(e) *Exceptions.* The following shall be exempted from the provisions of this section:

(1) Individuals who are licensed to carry concealed firearms under the provisions of F.S. § 790.06, or who are licensed to carry concealed firearms under any other provisions of state law and who show a valid license.

(2) Individuals who already lawfully own another firearm and who show a sales receipt for another firearm, who are known to own another firearm through a prior purchase from the retail establishment, or who have another firearm for trade-in.

(3) A law enforcement or correctional officer, as defined in F.S. § 943.10.

(4) A law enforcement agency, as defined in F.S. § 943.02.

(5) Sales or transactions between dealers, between distributors, or between dealers and distributors who have current federal firearms licenses.

(6) Any individual who has been threatened or whose family has been threatened with death or bodily injury, provided the individual may lawfully possess a firearm and provided such threat has been duly reported to the Alachua County Sheriff's Office or any municipal police department within Alachua County.

ARTICLE II. - APPLICATION FOR PURCHASE

Sec. 112.20. - Definition.

As used in this article, "handgun" means any weapon commonly referred to as a pistol, other than a BB gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive.

Sec. 112.21. - Purpose of article.

It is not the intent or purpose of this article to prohibit or infringe upon the right of the people to keep and bear arms as provided in article I, section 8, of the constitution of the state or to prohibit the lawful use of a handgun in defense of life, home and property as otherwise provided by law, but rather to promote the safety and welfare of the citizens of the county, and, toward this end, this article shall be liberally construed in order to effectuate its purpose.

Sec. 112.22. - Conflict with other laws.

This article shall be supplemental to any existing law, and in the event of a conflict or inconsistency between this article and a state or federal law, the state or federal law shall prevail only to the extent of such conflict or inconsistency.

Sec. 112.23. - Exemptions—Law enforcement officers.

Bonded deputy sheriffs and police officers employed within the county who purchase a handgun for use in the line of duty are exempt from this article; provided, however, the buyer shall complete the application form provided for in section 112.26 and the sheriff shall make notation thereon that proof of the peace officer's

qualifications and current status was satisfactorily presented to him. Such completed application form shall be necessary and shall be delivered to the seller before sale or delivery of a handgun.

Sec. 112.24. - Same—Antique firearms.

Antique firearms, as defined in F.S. § 790.001(1), are exempt from the provisions of this article.

Sec. 112.25. - Application required.

It is unlawful for any person to purchase a handgun from any establishment mentioned in sections 112.30 and 112.31 without a valid application provided for in section 112.26.

Sec. 112.26. - Contents; filing.

All sales and deliveries of handguns except as provided in section 112.30 shall require an approved application form to be filed with the seller by the applicant. Applications for the purchase of handguns shall be available only in the office of the sheriff of the county. The board of county commissioners shall provide the application form, which shall include such statistical data as shall be necessary to identify the applicant. All applications shall be completed in the sheriff's office and signed by the applicant in duplicate, the original to be retained by the sheriff.

Sec. 112.27. - Giving false information.

It is unlawful for any person to give false information on any application form under this article.

Sec. 112.28. - Records check; approval of application.

The sheriff shall check the county records and determine if the prospective buyer falls within the prohibition contained in F.S. § 790.23 or 790.25. If so, he shall refuse to issue the permit and report the attempted violation to the state attorney. Otherwise, the sheriff's office shall indicate its approval on the original and on the copy of the form. After three days from the application date, the applicant may either pick up his copy of the application from the sheriff's office or have it mailed to him at the address shown on the form. No approved application shall be valid for the purchase of a handgun after 30 days from the date of the application.

Sec. 112.29. - Seller's responsibility.

Before the sale or delivery of a handgun within the county, the seller shall receive from the buyer the copy of the approved application. Should the seller determine or have reason to believe that the application has been forged or contains false information, he shall make no sales based thereon but shall immediately report such information to the sheriff's office for further investigation. The seller shall, within 48 hours from the time of any sale, complete the information on the reverse side of the application and mail it by first class mail to the sheriff's office. Upon receipt of the completed transaction, the sheriff shall attach the completed copy to the original of the application previously retained by him. Such forms shall be public records and subject to general law.

Sec. 112.30. - Waiting period—Wholesale establishment.

No wholesale establishment shall sell or deliver a handgun to any purchaser, except to another wholesale establishment or retail establishment, until three complete days have elapsed after application to purchase has been made.

Sec. 112.31. - Same—Retail establishment or pawnshop.

No retail establishment or pawnshop shall sell or deliver a handgun to any purchaser until three complete days have elapsed after an application to purchase has been made.

ARTICLE III. - LICENSE TO CARRY CONCEALED PISTOL [80]

Sec. 112.40. - Purpose of article.

It is the legislative intent that, in order to promote the public health, safety, and general welfare, the board of county commissioners finds it necessary to enact procedures and criteria for the issuance of licenses to carry concealed pistols as authorized by F.S. § 790.06. The board further recognizes that the underlying law enforcement purpose for requiring licenses to carry concealed pistols is achieved by limiting the number of persons who can carry them to the absolute minimum, and finds that the character of the community of the county is such that the licenses should only be issued in circumstances where the applicant can demonstrate a genuine need for the license, as set forth in this article.

Sec. 112.41. - Application fee.

There is established a fee of $25.00 to make application for a license to carry a concealed pistol. The fee shall be payable upon application and shall be nonrefundable.

Sec. 112.42. - Application procedure.

Applications to the board of county commissioners for a license to carry a concealed pistol shall be made and processed in accordance with the following procedure:

(1) Applications shall only be accepted on the forms which are provided by the county and when accompanied by the application fee set forth in section 112.41. All applications shall be totally completed and shall be accompanied by a notarized affidavit stating that the information contained therein is true and correct. The application shall include a minimum of three references as to the character of the applicant.

(2) Upon receipt of the application by the board of county commissioners, the same shall be transmitted to the county sheriff for investigation. The sheriff may contact each of the references provided by the applicant and may make such other inquiries as he deems necessary to complete his report to the county commission.

(3) Upon completion of his investigation, the sheriff shall issue a written report on his findings to the board of county commissioners. The report shall contain the sheriff's findings regarding the applicant's compliance or noncompliance with the criteria set forth in this article but need not contain a specific recommendation regarding the issuance of the license. If he so desires, the sheriff may make such recommendation.

(4) Upon receipt of the sheriff's report, the application and report shall be referred, in a public meeting, to a committee consisting of two or more county commissioners for review and recommendation to the full board. Upon notification, the applicant shall personally appear at a duly scheduled meeting of the committee to answer questions regarding his application. If requested, the references provided by the applicant may similarly be required to appear before the committee. The failure of the references to appear, or for the applicant to provide the appearance of substitute references where requested, may cause the committee to withhold its report until such time as the references make an appearance before the committee.

(5) Upon completion of its review of the application and the sheriff's report, the committee shall recommend to the county commission that the license be either granted or denied. The report shall contain a precise statement of the reason, or reasons, for the recommendation made.

(6) Upon receipt of the committee's report, the county commission shall, in due course, take final action on the application. The board shall notify the applicant of its action and the reason or reasons therefor.

(7) In the event that the application is granted, the applicant shall be required to post the statutory bond prior to the issuance of the license.

Sec. 112.43. - Criteria for issuance.

In determining whether or not to grant a license to carry a concealed pistol, the county commission shall consider the following criteria:

(1) The applicant is not an unlawful user of, or addicted to, any controlled substance as defined in F.S. ch. 893.

(2) The applicant has not been convicted of a violation of F.S. § 790.07 or the equivalent offenses under federal or state law, unless two years have elapsed since the person has been restored to his civil rights.

(3) The applicant has not been adjudicated a mental incompetent and has not been committed to a mental institution as being dangerous to himself or others, unless he possesses a certificate of a medical doctor licensed in this state that he no longer suffers from such disability.

(4) The applicant can affirmatively demonstrate sufficient skill and knowledge in the handling of firearms.

(5) The applicant can demonstrate, with explicit and substantial evidence, that there is a specific threat to his life and that conventional methods of protection are inadequate.

(6) The applicant can demonstrate any other genuine need to carry a concealed pistol.

(7) The applicant is 18 years of age or older and is of good moral character.

(8)

Sec. 112.44. - Giving false information.

In addition to any other penalties provided by law, falsification of any information on an application to carry a concealed pistol shall be grounds for revocation of that license.

Sec. 112.45. - Record.

The commissioners shall keep a record of the name of each person taking out such a license under this article, the name of the maker of the firearm so licensed to be carried, and the caliber and number of the same.

Sec. 112.46. - Possession.

It shall be a violation of this article for any person licensed hereunder to carry a concealed pistol unless he is also in physical possession of the license.

Sec. 112.47. - Term.

The license under this article shall be issued for a term of two years.

Sec. 112.48. - Renewal.

Renewal applications shall be considered in the same manner as the original application. No person shall gain any vested right to a renewal license by virtue of the issuance of the initial license.

Subsection 113.01:

Alachua County, Florida, Code of Ordinances PART II - ADMINISTRATIVE CODE Title 11 - OFFENSES CHAPTER 113. - OFFENSES IN GOVERNMENT OR PUBLIC BUILDINGS

CHAPTER 113. - OFFENSES IN GOVERNMENT OR PUBLIC BUILDINGS [81]

Sec. 113.01. - Firearms, explosives, and destructive devices prohibited in government buildings.

Sec. 113.01. - Firearms, explosives, and destructive devices prohibited in government buildings.

(a) *Purpose and intent.* The Board of County Commissioners of Alachua County, Florida, is cognizant of the various incidents of violence that have occurred in government buildings within the State of Florida and elsewhere which have resulted in serious injury and loss of life. The board of county commissioners hereby finds and declares that it is necessary to provide reasonable control and regulation of activities at buildings owned or leased by

the county and operated for government purposes in order to protect the health, safety and welfare of the personnel of such buildings and of the citizens conducting business in the buildings and to protect county property.

(b) *Prohibitions and exceptions.* No person, except law enforcement officers as defined and provided for in F.S. ch. 790, shall carry firearms, explosives or destructive devices, as defined in F.S. ch. 790, either openly or concealed, into any building which is owned or leased by the county and which is operated for a government purpose. No person, except law enforcement officers, as defined and provided for in F.S. ch. 790, shall carry a weapon, either openly or concealed, into any building which is owned or leased by the county and which is operated for a government purpose. A weapon shall be defined herein to mean any device, instrument or object which is either inherently dangerous or which may be used to inflict bodily harm or injury and shall include, but not be limited to, a dirk, metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, cutting instrument or knife. The term "knife" shall not include a common pocket knife, provided the blade of the pocket knife does not exceed a three-inch length. The Alachua County Courthouse shall be exempt from the provisions of this section; security provisions for the Alachua County Courthouse are set forth in sections 123.40 through 123.46 of the Alachua County Code.

(c) *Posting of notice.* The county manager is hereby directed and authorized to prepare, post and maintain proper and adequate notice signs at the entrances to those county owned or leased buildings which are subject to the provisions of this section, notifying persons of the prohibition regarding the carrying of firearms, weapons, explosives or destructive devices into the buildings.

(d) *General penalty.* Anyone convicted of a violation of, or failure to comply with, any of the provisions of this section shall be punished as provided by general law.

CHAPTER 2011-109

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 45

An act relating to the regulation of firearms and ammunition; amending s. 790.33, F.S.; clarifying and reorganizing provisions that preempt to the state the entire field of regulation of firearms; prohibiting the knowing and willful violation of the Legislature's occupation of the whole field of regulation of firearms and ammunition by the enactment or causation of enforcement of any local ordinance or administrative rule or regulation; providing additional intent of the section; eliminating provisions authorizing counties to adopt an ordinance requiring a waiting period between the purchase and delivery of a handgun; providing injunctive relief from the enforcement of an invalid ordinance, regulation, or rule; providing a civil penalty for knowing and willful violation of prohibitions; providing that public funds may not be used to defend or reimburse the unlawful conduct of any person charged with a knowing and willful violation of the act; providing for termination of employment or contract or removal from office of a person acting in an official capacity who knowingly and willfully violates any provision of the act; providing for declaratory and injunctive relief for specified persons or organizations; providing for specified damages and interest; providing exceptions to prohibitions of the section; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 790.33, Florida Statutes, is amended to read:

790.33 Field of regulation of firearms and ammunition preempted.—

(1) PREEMPTION.—Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition, including the purchase, sale, transfer, taxation, manufacture, ownership, possession, storage, and transportation thereof, to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void. ~~This subsection shall not affect zoning ordinances which encompass firearms businesses along with other businesses. Zoning ordinances which are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited.~~

~~(2) LIMITED EXCEPTION; COUNTY WAITING-PERIOD ORDINANCES.—~~

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

~~(a) Any county may have the option to adopt a waiting-period ordinance requiring a waiting period of up to, but not to exceed, 3 working days between the purchase and delivery of a handgun. For purposes of this subsection, "purchase" means payment of deposit, payment in full, or notification of intent to purchase. Adoption of a waiting-period ordinance, by any county, shall require a majority vote of the county commission on votes on waiting-period ordinances. This exception is limited solely to individual counties and is limited to the provisions and restrictions contained in this subsection.~~

~~(b) Ordinances authorized by this subsection shall apply to all sales of handguns to individuals by a retail establishment except those sales to individuals exempted in this subsection. For purposes of this subsection, "retail establishment" means a gun shop, sporting goods store, pawn shop, hardware store, department store, discount store, bait or tackle shop, or any other store or shop that offers handguns for walk-in retail sale but does not include gun collectors shows or exhibits, or gun shows.~~

~~(c) Ordinances authorized by this subsection shall not require any reporting or notification to any source outside the retail establishment, but records of handgun sales must be available for inspection, during normal business hours, by any law enforcement agency as defined in s. 934.02.~~

~~(d) The following shall be exempt from any waiting period:~~

~~1. Individuals who are licensed to carry concealed firearms under the provisions of s. 790.06 or who are licensed to carry concealed firearms under any other provision of state law and who show a valid license;~~

~~2. Individuals who already lawfully own another firearm and who show a sales receipt for another firearm; who are known to own another firearm through a prior purchase from the retail establishment; or who have another firearm for trade-in;~~

~~3. A law enforcement or correctional officer as defined in s. 943.10;~~

~~4. A law enforcement agency as defined in s. 934.02;~~

~~5. Sales or transactions between dealers or between distributors or between dealers and distributors who have current federal firearms licenses; or~~

~~6. Any individual who has been threatened or whose family has been threatened with death or bodily injury, provided the individual may lawfully possess a firearm and provided such threat has been duly reported to local law enforcement.~~

(2)~~(3)~~ POLICY AND INTENT.—

(a) It is the intent of this section to provide uniform firearms laws in the state; to declare all ordinances and regulations null and void which have been enacted by any jurisdictions other than state and federal, which

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regulate firearms, ammunition, or components thereof; to prohibit the enactment of any future ordinances or regulations relating to firearms, ammunition, or components thereof unless specifically authorized by this section or general law; and to require local jurisdictions to enforce state firearms laws.

(b) It is further the intent of this section to deter and prevent the violation of this section and the violation of rights protected under the constitution and laws of this state related to firearms, ammunition, or components thereof, by the abuse of official authority that occurs when enactments are passed in violation of state law or under color of local or state authority.

(3) PROHIBITIONS; PENALTIES.—

(a) Any person, county, agency, municipality, district, or other entity that violates the Legislature's occupation of the whole field of regulation of firearms and ammunition, as declared in subsection (1), by enacting or causing to be enforced any local ordinance or administrative rule or regulation impinging upon such exclusive occupation of the field shall be liable as set forth herein.

(b) If any county, city, town, or other local government violates this section, the court shall declare the improper ordinance, regulation, or rule invalid and issue a permanent injunction against the local government prohibiting it from enforcing such ordinance, regulation, or rule. It is no defense that in enacting the ordinance, regulation, or rule the local government was acting in good faith or upon advice of counsel.

(c) If the court determines that a violation was knowing and willful, the court shall assess a civil fine of up to $5,000 against the elected or appointed local government official or officials or administrative agency head under whose jurisdiction the violation occurred.

(d) Except as required by applicable law, public funds may not be used to defend or reimburse the unlawful conduct of any person found to have knowingly and willfully violated this section.

(e) A knowing and willful violation of any provision of this section by a person acting in an official capacity for any entity enacting or causing to be enforced a local ordinance or administrative rule or regulation prohibited under paragraph (a) or otherwise under color of law shall be cause for termination of employment or contract or removal from office by the Governor.

(f) A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy promulgated or caused to be enforced in violation of this section may file suit against any county, agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein,

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caused by the violation. A court shall award the prevailing plaintiff in any such suit:

1. Reasonable attorney's fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and

2. The actual damages incurred, but not more than $100,000.

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

(4) EXCEPTIONS.—This section does not prohibit:

(a) Zoning ordinances that encompass firearms businesses along with other businesses, except that zoning ordinances that are designed for the purpose of restricting or prohibiting the sale, purchase, transfer, or manufacture of firearms or ammunition as a method of regulating firearms or ammunition are in conflict with this subsection and are prohibited;

(b) A duly organized law enforcement agency from enacting and enforcing regulations pertaining to firearms, ammunition, or firearm accessories issued to or used by peace officers in the course of their official duties;

(c) Except as provided in s. 790.251, any entity subject to the prohibitions of this section from regulating or prohibiting the carrying of firearms and ammunition by an employee of the entity during and in the course of the employee's official duties;

(d) A court or administrative law judge from hearing and resolving any case or controversy or issuing any opinion or order on a matter within the jurisdiction of that court or judge; or

(e) The Florida Fish and Wildlife Conservation Commission from regulating the use of firearms or ammunition as a method of taking wildlife and regulating the shooting ranges managed by the commission.

(5)~~(b)~~ SHORT TITLE.—As created by chapter 87-23, Laws of Florida, this section ~~shall be known and~~ may be cited as the "Joe Carlucci Uniform Firearms Act."

Section 2. This act shall take effect October 1, 2011.

Approved by the Governor June 2, 2011.

Filed in Office Secretary of State June 2, 2011.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 07-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE ALACHUA COUNTY CODE, RELATING TO FIREARMS;: REPEALING SUBSECTION 71.02.06(G), NEIGHBORHOOD PRESERVATION AND ENHANCEMENT PROGRAMS – SUGARFOOT OAKS/CEDAR RIDGE PRESERVATION AND ENHANCEMENT DISTRICT; CHAPTER 112, HANDGUNS; AND SUBSECTION 113.01,OFFENSES IN GOVERNMENT OR PUBLIC BUILDINGS; AMENDING SUBSECTION 76.3(D), PROHIBITED ACTIVITIES, CHAPTER 76 (COUNTY PARK REGULATIONS); PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2011 Florida Legislature enacted HB 45 preempting local government regulation of firearms and ammunition;

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

SECTION 1. Repeal of Ordinances. The following provision of the Alachua County Code of Ordinances are hereby repealed:

(a) Subsection 71.02.06(g), Neighborhood Preservation And Enhancement Programs – Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District

(b) Chapter 112, Handguns

(c) Subsection 113.01,Offenses In Government or Public Buildings.

SECTION 2. Subsection 76.3(d), Prohibited Activities, Chapter 76 (County Park Regulations) is amended to read:

Sec. 76.3. - Prohibited activities.

It shall be unlawful for any person to do any of the following in any park or designated area within a park unless specifically permitted to do so by a permit issued pursuant to this chapter, except for activities of a governmental agency within the scope of its governmental authority:

• • •

(d) Hunting ~~and firearms~~. Hunting, tracking, or the pursuit of wildlife is prohibited in all park property. No person shall use, carry or possess in any park or park property, ~~firearms of any description, air rifles, spring guns,~~ bows and arrows, gigs, slingshots, or trapping devices.~~, or any other forms of weapons potentially harmful to wildlife or dangerous to human safety. Further prohibited are all instruments that can fire any kind of cartridge and any trapping devices. Shooting into park areas from beyond the park boundaries is prohibited.~~ Any device, ~~such as above enumerated~~ set forth herein, that is employed to kill, immobilize or capture any wildlife, or any device otherwise used in violation of this chapter is declared a nuisance and may be seized and confiscated by park personnel or law enforcement officers.

• • •

SECTION 3. Repealing Clause. All ordinances or portions thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 4. Severability. It is the declared intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 5. Inclusion in the Code. It is the intention of the Board of County Commissioners of Alachua County, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made part of the Alachua County Code of Ordinances of Alachua County, Florida; that the Code may be renumbered or relettered to accomplish this intention.

SECTION 6. Effective Date. A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten days after enactment by the Board of County Commissioners, and shall take effect on October 1, 2011.

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

BOARD OF COUNTY COMMISSIONERS
OFALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J.K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Alachua County, Florida, will consider the adoption of an ordinance at its meeting to be held in Room 209 of the Alachua County Administration Building, 12 Southeast First Street, Gainesville, Florida, on the _____ day of_____, 2011, at 5:00 o'clock p.m., or as soon thereafter as the matter may be heard. Said ordinance being titled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISIONERS OF ALACHUA COUNTY, FLORIDA, AMENDING THE ALACHUA COUNTY CODE, RELATING TO FIREARMS;: REPEALING SUBSECTION 71.02.06(G), NEIGHBORHOOD PRESERVATION AND ENHANCEMENT PROGRAMS – SUGARFOOT OAKS/CEDAR RIDGE PRESERVATION AND ENHANCEMENT DISTRICT; CHAPTER 112, HANDGUNS; AND SUBSECTION 113.01,OFFENSES IN GOVERNMENT OR PUBLIC BUILDINGS; AMENDING SUBSECTION 76.3(D), PROHIBITED ACTIVITIES, CHAPTER 76 (COUNTY PARK REGULATIONS); PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING AN EFFECTIVE DATE.

The proposed ordinance is available for review at the Office of the County Commission, second floor, Alachua County Administration Building, 12 S.E. First Street, Gainesville, FL.

All persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceedings 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. If accommodations for persons with disabilities are needed, please contact the Alachua County Equal Opportunity Office at 374-5275, or TDD number 374-5284.

Lee Pinkoson, Chair
Board of County Commissioners

Please publish one time on _____, _____.

Please send proof of publication to:

Office of Management & Budget
Post Office Box 1467
Gainesville, FL 32602
Attn. Elaine Jordan

August 23, 2011 Regular BoCC Meeting
Agenda Item #14

Title
Alachua County Fairgrounds - Joint Master Plan with Gainesville - Alachua County Regional Airport Authority (Amended)

Amount
N/A

Description
A request for direction to work jointly with the Gainesville - Alachua County Regional Airport Authority (GACRAA) to develop a master plan for the redevelopment of the existing Alachua County Fairgrounds and to work with the City of Gainesville to develop a master plan process

Recommendation
Direct Staff to work with GACRAA and the City of Gainesville to develop a master plan process in the City of Gainesville Land Development Regulations and to develop a joint master plan for development of the existing Fairgrounds along with portions of the airport property

Alternative(s)
Provide alternate direction to Staff on moving forward with master planning for the existing Alachua County fairgrounds property

Requested By
Chris Dawson, AICP for Richard Drummond, Assistant County Manager

Originating Department
County Manager

Attachment(s) Description
Presentation; Draft Master Plan revisions for City of Gainesville Land Development Regulations

Documents Requiring Action
None

Executive Summary
The existing fairgrounds property, located to the southwest of the Gainesville Regional Airport and within the City Limits of Gainesville, is identified in Plan East Gainesville as a spot for redevelopment of a Business Park. The Board of County Commissioners has been working to develop a plan that will lead to redevelopment of the fairgrounds site. The Gainesville – Alachua County Regional Airport Authority (GACRAA) has been working for several years to develop a master plan for development of lands adjacent to and controlled by the airport. Staff is seeking direction to work with GACRAA to develop a unified master plan that will allow for appropriate development of a business and commercial park at the intersection of Waldo Road (State Road 24) and Northwest 39th Avenue (State Road 222). This business park would have access to both Waldo Road and Northwest 39th Avenue. A challenge in developing a unified master plan is the lack of a process to do so in the City of Gainesville. As such, Staff also seeks direction to work with the City of Gainesville to modify its existing master plan process to provide an approval for less detailed master plans for large projects. Therefore, Staff is asking for authorization from the Board to continue discussions with the City and with GACRAA to develop a master planning process and, subsequently, a master plan for the combined fairgrounds-airport property.

Background

Alachua County has acquired property for development of a new fairground. The existing fairgrounds property, located to the southwest of the Gainesville Regional Airport and within the City Limits of Gainesville, is identified in Plan East Gainesville as a spot for redevelopment of a Business Park. The Board of County Commissioners has been working to develop a plan that will lead to redevelopment of the fairgrounds site. Over the past several years, County Staff has worked with the City to develop a new Future Land Use designation, Business Industrial, and zoning district, BI – Business Industrial, that will allow for a multitude of commercial and new technology uses. The existing fairgrounds property now has the Business Industrial Future Land Use designation and BI zoning district. The Board has, recently, undertaken a Request for Letters of Interest to determine the feasibility of tying the development of the new fairgrounds property to the redevelopment of the Fairgrounds Business Park. Interest in the project from the private sector was limited. As such, Staff is continuing to attempt to find ways to provide for marketing of the Fairgrounds Business Park to new development. Similarly, the Gainesville – Alachua County Regional Airport Authority (GACRAA) has been working for several years to develop a master plan for development of lands adjacent to and controlled by the airport. In addition to an Airport Master Plan, GACRAA has undertaken land use and zoning changes for the property immediately north of the exiting fairgrounds, known as the Horseshow property. This property will contain a new access road for the airport that is partially funded and designed. However, the property, which is currently in the process of being changed to Business Industrial Future Land Use and BI zoning, has a significant amount of land that may also be used for development. Staff feels that the combination of the existing fairgrounds property with a portion of the Horseshow property may be more attractive for development than the fairgrounds alone. Therefore, Staff is seeking direction to work with GACRAA to develop a unified master plan that will allow for appropriate development of a business and commercial park at the intersection of Waldo Road (State Road 24) and Northwest 39th Avenue (State Road 222). This business park would have access to both Waldo Road and Northwest 39th Avenue. Joint planning of development by the two entities would allow for a more efficient use of infrastructure such as water and wastewater, open space and stormwater. A challenge in developing a unified master plan is the lack of a process to do so in the City of Gainesville. Although the City does allow for phased projects, any approval requires the submittal of at least one fully-engineered phase. At this time, neither the County nor GACRAA is ready to invest in engineering for unknown users. As such, Staff also seeks direction to work with the City of Gainesville to modify its existing master plan process to provide an approval for less detailed master plans for large projects. Although the County may benefit from this new process, there are likely additional land owners looking for a similar process for large scale projects in the City. In investigating the feasibility of this approach, Staff has had preliminary discussions with GACRAA staff to determine their interest in joint planning efforts. Additionally, County Staff have met with City Staff and briefed the City's Economic Development Committee on the possibility of the master plan approach. At this preliminary stage, each of these outside groups has been generally receptive to the ideas presented. Therefore, Staff is asking for authorization from the Board to continue discussions with the City and with GACRAA to develop a master planning process and, subsequently, a master plan for the combined fairgrounds-airport property. Were authorization to be granted, Staff would continue to inform the Board of progress on both issues.

Issues

1. Should the County work jointly with GACRAA to develop a master plan for the Fairgrounds/Airport property. 2. Should the County work with the City of Gainesville to develop a master plan process within the City's Land Development Regulations.

Fiscal Recommendation

There is no direct immediate cost to examining the possibilities of a joint master plan, or in working with the City of Gainesville to develop a master plan process

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

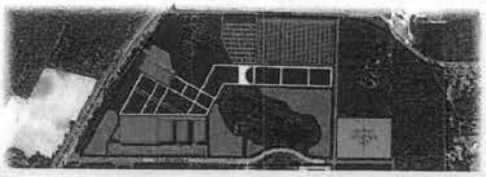
Attachment: Fairgrounds_Airport_Joint_Plan_BOCC_20110823.pptx

Existing Fairgrounds and Airport Property Master Plan Concept

Board of County Commissioners
August 23, 2011

Location Map
Existing and Future Fairgrounds Sites

New Alachua County Fairgrounds Master Plan



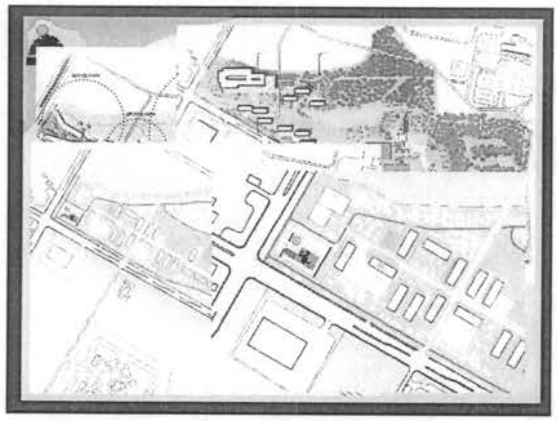
Components of the new Fairground

- 50,000 sq. ft. Arena/Coliseum with 5,000 permanent seating and space for 2,500 temporary seating, and 10,000 sq. ft. of meeting/office space
- 48,000 sq. ft. Multi-Purpose Auditorium/Exhibition Hall
- 50,000 sq. ft. Covered Equestrian/Livestock Arena, with tent pads and animal barns
- Midway and Events Lawn
- Parking

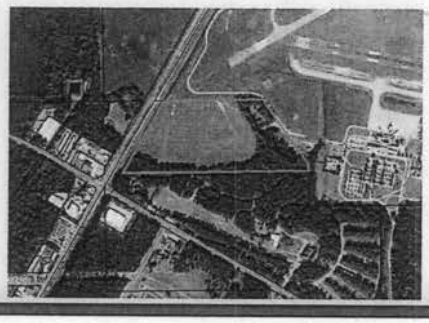
Existing Alachua County Fairgrounds Property

To Date Action on New Fairgrounds

- Deed restrictions transferred to new Fairgrounds Site
- BI Future Land Use Designation, BI Zoning
- Wetlands and buffer left in Conservation FLU and Conservation Zoning
- RFP to determine interest of tying redevelopment of existing fairgrounds to development on future fairgrounds
- Included in Plan East Gainesville and Workscape Study by Florida Community Design Center



Airport Horseshow Property



Status of Airport Property

- Currently undergoing CPA and Rezoning to BI
- Property will contain airports new access road to Waldo Rd.
- Included with Fairgrounds in Florida Community Design Study Workscape project

Representative Uses Allowed in Business Industrial (BI) Zoning

Business Industrial Zoning

Uses by Right

- Corporate Offices
- Research & Development
- Professional Schools
- Transportation Services
- Hotels and Motels
- Health Services
- Wholesale
- Furniture and fixtures
- Textile mill products
- Glass products
- Stone products
- Public Administration
- Job Training and vocational services

Combined Master Plan

Master Plan for Fairgrounds and Adjoining Airport Properties

- Interlocal Agreement or Memorandum of Understanding between BoCC and Airport Authority
- Planning Coordination includes City of Gainesville and GRU
- Devise New Process for City Approval on Master Plan

Current City Review Process

- Concept Review does not grant any official approval
- Preliminary Development Plan must be fully engineered to be approved by DRB
- Final Development Plan requires approved Preliminary with all conditions satisfied
- Current Master Plan approval requires a complete Preliminary for first phase

Importance of Master Plan

- Maximize shared infrastructure including
  - Water and wastewater
  - Access points to adjacent roadways
  - Parking facilities
  - Open space and recreation
  - Environmental protection
- Provide limited approval to allow property owner to market properties
- Provide development framework approved by City Plan Board consistent with Comprehensive Plan and Land Development Regulations

Revisions to Master Plan

- Allow for limited approval of development concept including
  - Environmental features and protections
  - Access points
  - Internal roadways
  - Development areas
- Appropriate for large-scale, phased developments
- Allows for marketing of sites and development plans limited to leased areas

Potential Private Sector Incentives

- Long-term, low-cost land lease
- Qualified Targeted Industry Tax Credits
- Tax Credits and other incentives available by location Gainesvile CRA and Enterprise Zone

Request

- Direct Staff to work with the City to create a new process for large-scale development projects within the City by revamping the current "Master Plan" with a focus on:
  - Major Access Points
  - Environmental Resources
  - Internal Circulation
  - Utility Capacity
  - Generalized Stormwater Requirements
- Direct Staff to approach GACRAA about developing a Master Plan for the Fairgrounds and Horseshow Property

August 23, 2011 Regular BoCC Meeting
Agenda Item #15

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)

				GENDER		ETHNICITY						
DEPT	STATUS	CATEGORY		MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN	NATIVE HAWAIIAN/ PACIFIC ISLANDER
COUNTY MANAGER	HIRES	PROFESSIONAL	1	0	1	1	0	0	0	0	0	0
		ADM SUPPORT	1	0	1	1	0	0	0	0	0	0
	PROMOTION	PROFESSIONAL	1	1	0	0	1	0	0	0	0	0
TOTAL			3	1	2	2	1	0	0	0	0	0
ADMINISTRATIVE SERVICES	HIRES	SERVICE MAINT	2	2	0	0	2	0	0	0	0	0
TOTAL			2	2	0	0	2	0	0	0	0	0
COMMUNITY SUPPORT SERVICES	HIRES	PROFESSIONAL	1	0	1	0	0	0	1	0	0	0
	TERMINATION	PROFESSIONAL	1	1	0	1	0	0	0	0	0	0
TOTAL			2	1	1	1	0	0	1	0	0	0

EMPLOYEE STATUS CHANGES FY 2011 QTR 3 BY DEPARTMENT
(04/01/2011 to 06/30/2011)

DEPT	STATUS	CATEGORY		GENDER		ETHNICITY						
				MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN	NATIVE HAWAIIAN/ PACIFIC ISLANDER
COURT SERVICES	HIRES	PROFESSIONAL	2	0	2	0	1	0	0	1	0	0
		PROTECT/SRVCS SWORN	1	1	0	1	0	0	0	0	0	0
	TRANSFERS / VOLUNTEER	PROFESSIONAL	2	0	2	0	2	0	0	0	0	0
	TERMINATION	PROFESSIONAL	1	0	1	1	0	0	0	0	0	0
		PROTECT/SRVCS SWORN	1	0	1	1	0	0	0	0	0	0
TOTAL			7	1	6	3	3	0	0	1	0	0
INFORMATION & TELECOMMUNICATION SERVICES	PROMOTION	PROFESSIONAL	3	2	1	3	0	0	0	0	0	0
	TERMINATION	ADMIN SUPPORT	1	0	1	1	0	0	0	0	0	0
		PROFESSIONAL	3	2	1	3	0	0	0	0	0	0
		TECHNICIAN	1	1	0	1	0	0	0	0	0	0
TOTAL			8	5	3	8	0	0	0	0	0	0

EMPLOYEE STATUS CHANGES FY 2011 QTR 3 BY DEPARTMENT
(04/01/2011 to 06/30/2011)

				GENDER		ETHNICITY						
DEPT	STATUS	CATEGORY		MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN	NATIVE HAWAIIAN/ PACIFIC ISLANDER
PUBLIC SAFETY	HIRES	TECHNICIAN	3	3	0	3	0	0	0	0	0	0
		ADMIN SUPPORT	1	0	1	1	0	0	0	0	0	0
		PROTECTIVE SERV SWORN	12	12	0	8	2	0	2	0	0	0
	PROMOTION	ADMIN SUPPORT	1		1	1	0	0	0	0	0	0
		PROTECTIVE SERV SWORN	6	6	0	5	1	0	0	0	0	0
	RECLASS	TECHNICIAN	1	1	0	1	0	0	0	0	0	0
	TERMINATION	PROTECTIVE SERV SWORN	3	2	1	2	0	0	1	0	0	0
		TECHNICIAN	4	3	1	4	0	0	0	0	0	0
TOTAL			31	27	4	25	3	0	3	0	0	0
ENVIRONMENTAL PROTECTION	HIRES	PROFESSIONAL	2	1	1	2	0	0	0	0	0	0
	TERMINATION	PROFESSIONAL	1	1	0	1	0	0	0	0	0	0
TOTAL			3	2	1	3	0	0	0	0	0	0
GROWTH MANAGEMENT	TERMINATION	PROFESSIONAL	1	1	0	0	0	0	0	0	1	0
TOTAL			1	1	0	0	0	0	0	0	1	0

EMPLOYEE STATUS CHANGES FY 2011 QTR 3 BY DEPARTMENT
(04/01/2011 to 06/30/2011)

				GENDER		ETHNICITY						
DEPT	STATUS	CATEGORY		MALE	FEMALE	WHITE	BLACK/ AFRICAN AMERICAN	TWO OR MORE RACES	HISPANIC	AMERICAN INDIAN/ ALASKAN NATIVE	ASIAN	NATIVE HAWAIIAN/ PACIFIC ISLANDER
PUBLIC WORKS	HIRES	ADMIN SUPPORT	1	0	1	1	0	0	0	0	0	0
		PROFESSIONAL	1	0	1	0	0	0	1	0	0	0
		SERVICE MAINTENANCE	7	3	4	6	0	0	0	1	0	0
		TECHNICIAN	1	1	0	1	0	0	0	0	0	0
	PROMOTION	SKILLED CRAFT	1	1	0	1	0	0	0	0	0	0
	TERMINATION	ADMIN SUPPORT	2	1	1	2	0	0	0	0	0	0
		SERVICE MAINTENANCE	2	1	1	2	0	0	0	0	0	0
		SKILLED CRAFT	3	3	0	3	0	0	0	0	0	0
TOTAL			18	10	8	16	0	0	1	1	0	0

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
QTR 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.

RECRUITME[illegible]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								
Advertised Targeted Positions	Female	Male	Unk	Asian	White	Black	Hispanic	Native Hawaiian	American Indian	Unknown	Two or more races	Total
Corrections Counselor	123	1	3	0	35	74	7	0	0	3	8	127
Design Supervisor	8	13	1	3	16	1	1	0	0	1	0	22
Drug Counselor	145	42	7	5	100	66	8	0	1	7	7	194
Grants/Contract Specialist	43	27	0	1	42	21	3	0	0	0	3	70
Programmer Analyst	1	5	0	2	2	2	0	0	0	0	0	6
Project Leader	2	8	0	1	7	1	1	0	0	0	0	10
Senior Drug Counselor	21	10	1	1	14	12	2	0	0	2	1	32
Senior Programmer Analyst	3	4	0	1	4	1	1	0	0	0	0	7
Vet Svcs Claims Counselor	124	56	5	3	84	65	13	0	0	5	15	185
Web Design Specialist	8	19	1	3	13	10	0	0	0	1	1	28
Total 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 23, 2011 Regular BoCC Meeting
Agenda Item #16

Title
Designating Poe Springs Swimming Area and Vessel-exclusion Zone (Amended)

Amount
N/A

Description
Request to consider designating Poe Springs as a public swimming area and vessel-exclusion zone.

Recommendation
Approve the concept of designating Poe Springs as a public swimming area and vessel-exclusion zone. Direct staff to draft an ordinance for the Board's consideration.

Alternative(s)
Do not approve the concept of designating Poe Springs as a public swimming area and vessel-exclusion zone

Requested By
Richard Hedrick 352-374-5245 x 1211

Originating Department
Public Works

Attachment(s) Description
Aerial photo of Poe Springs Survey of the proposed Poe Springs designated swimming area and vessel-exclusion zone Florida Statute 327.46 Rule 68D-21.001 Florida Administrative Code (FAC)

Documents Requiring Action
None

Executive Summary
The concept of designating Poe Springs as a public swimming area will lay the ground work for establishing the swimming area as a vessel exclusion zone. This is a safety measure to eliminate potential conflicts between swimmers and vessels thus creating a safer swimming area for the public.

Background
In 2009 Section 327.46 (Vessel Safety-Restricted Areas) of the Florida State Statutes was amended. The statutory amendment was a clarification and authorization that a vessel-exclusion zone may be established on the basis of a local ordinance designating an area as a public swimming area. Specifically Section 327.46 says in part: Section 327.46, Florida Statutes (1) Boating-restricted areas….may be established on the waters of this state for any purpose necessary to protect the safety of the public… (b) Municipalities and counties have the authority to establish the following boating-restricted areas by ordinance:… 3. An ordinance establishing a vessel-exclusion zone if the area is: a. Designated as a public bathing beach or swim area. Regulatory markers implementing the vessel exclusion zone ordinance need to be permitted by the Florida Fish and Wildlife Conservation Commission, the Army Corp of Engineers, and the United States Coast Guard. Designating, by ordinance, Poe Springs as a swimming area will allow the restriction of vessels from the swimming area. This is a safety measure to eliminate potential conflicts between swimmers and vessels thus creating a safer swimming area for the public. The steps for this designation are: BoCC

authorization of initiative Draft ordinance; Consultation with Coast Guard and Army Corps of Engineers; FWC courtesy review (optional but recommended); BoCC authorization to advertise public hearing to adopt ordinance; Submit permit application for regulatory marker to FWC for approval; Install Signage Enforcement

Issues
Boaters, canoeists, kayakers may object to excluding vessels from Poe Springs

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: 327 46 Boating Restricted Areas.pdf
Attachment: 68D 21 001.pdf
Attachment: Poe Springs Park Aerial.pdf

SANTA FE RIVER
POE SPRINGS
NGS PARK
Image U.S. Geological Survey
Google
Pointer 29°49'32.38" N 82°39'06.23" W
Streaming 100%
Eye alt 3895 ft

327.46 Boating-restricted areas.—

(1) Boating-restricted areas, including, but not limited to, restrictions of vessel speeds and vessel traffic, may be established on the waters of this state for any purpose necessary to protect the safety of the public if such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards.

(a) The commission may establish boating-restricted areas by rule pursuant to chapter 120.

(b) Municipalities and counties have the authority to establish the following boating-restricted areas by ordinance:

1. An ordinance establishing an idle speed, no wake boating-restricted area, if the area is:

a. Within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways more than 300 feet in width or within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width.

b. Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width.

c. Inside or within 300 feet of any lock structure.

2. An ordinance establishing a slow speed, minimum wake boating-restricted area if the area is:

a. Within 300 feet of any bridge fender system.

b. Within 300 feet of any bridge span presenting a vertical clearance of less than 25 feet or a horizontal clearance of less than 100 feet.

c. On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.

d. On a lake or pond of less than 10 acres in total surface area.

3. An ordinance establishing a vessel-exclusion zone if the area is:

a. Designated as a public bathing beach or swim area.

(f) Documentation that the ordinance was developed, prior to presenting language for adoption, in consultation and coordination with:

1. The governing body of every other county or municipality sharing jurisdiction over the area in which the boating-restricted area is located.

2. The United States Coast Guard if the boating-restricted area is to be established on navigable waters of the United States as defined in 33 C.F.R. § 2.36(a) (2009), which is adopted by reference and is available at http://www.gpoaccess.gov/cfr/index.html.

3. The United States Army Corps of Engineers if the boating-restricted area is to be established on navigable waters of the United States as defined in 33 C.F.R. § 329.4 (2009), which is adopted by reference and is available at http://www.gpoaccess.gov/cfr/index.html.

(g) A summary of the facts and circumstances the applicant contends justifies the establishment of the restriction on speed or operation and a list of the evidence in support of that contention the applicant desires for the agency to review.

(h) An appendix containing all evidence listed in paragraph (g) above, except that the appendix need not include the following:

1. Copies of Boating Accident Reports or Boating Accident Investigation Reports if those reports are identified by law enforcement agency case number and provided in a list. If the Boating and Waterways Section does not have a copy on file of one or more such reports, it will request that the applicant supplement the application appendix with copies of those reports.

2. Copies of Florida Uniform Boating Citations if identified by citation number in a list. If one or more citations are not already entered into the ArrestNet Database maintained by the Field Services Section, the Boating and Waterways Section will request the applicant to supplement the application appendix with copies of those citations.

(i) Proof that the applicant has at its own cost published, as provided by Sections 50.011-.031, F.S., once a week for 2 consecutive weeks, prior notice of the public hearing on the ordinance in a newspaper of general circulation in the area(s) affected by the ordinance.

(j) The signature of the applicant's attorney or qualified representative.

(k) The date the application is submitted.

(4) Complete applications may be submitted:

(a) By mail or in person to the Fish and Wildlife Conservation Commission, Boating and Waterways Section, 620 South Meridian Street, Tallahassee, FL 32399-1600; or

(b) As a Portable Document Format (.pdf) file attached to an email addressed to waterway.management@myfwc.com.

(5) The Boating and Waterways Section will not process partial or incomplete applications.

Rulemaking Authority 327.04, 327.46 FS. Law Implemented 327.46 FS. History–New 10-6-10.

Martha Strawn

From: Merrilleeart@aol.com
Sent: Monday, August 22, 2011 6:46 PM
To: jimtatum@paleoenterprises.com
Subject: Re: Poe Springs boat exclusion

Awesome Letter!
To be clear NatureQuest is subcontracted to manage the Alachua County Park, namely Poe Springs Park. Jim Free, NatureQuest manager, is not an "owner" of the Park. It is a public park....another reason why this sucks.
I do not think the BOCC will split a hair over who owns what...other than it is a public park not PRIVATE!!!!.

Maybe they will bring back Karl Dowda or the likes of that type of person. I understand NatureQuest contract is set to renew in Oct.

Splash!
Merrillee

In a message dated 8/22/2011 5:58:59 P.M. Eastern Daylight Time, jimtatum@paleoenterprises.com writes:

> Commissioners:
>
> I am writing to express my feelings regarding the issue of excluding canoes and kayaks from Poe Springs. I oppose the exclusion for several reasons. If the spring is declared a Public Swimming Area, that will be inaccurate, as the spring area is not public, it is private and the owner charges money to use the facilities. The owner is making a profit on this land facilities which is great and I approve, but he should not make a profit on state owned river and spring ,waters, which is what he will be doing if he is allowed to control these waters. The public taxpayer owns these waters, and they should be open to boaters as well as swimmers.
>
> I cannot see a canoe or kayak as a potential threat to a swimmer. The owner of Poe is making a case for this only for his personal interests. I live very close to Rum Island and kayaks and canoes are in and around the spring at all times, and we have no problems. I can indeed see a problem with outboards, but that is unlikely at Poe because the spring run is extremely shallow. Also, I am a SCUBA diver and I have been diving in the Santa Fe River since 1977, for over 33 years. There is no problem with canoes or kayaks, there is no danger to divers or swimmers.
>
> There is no reason to prohibit canoes from Poe Springs, only the owner wants to control state and public owned waters, and if you allow him to do this, it will set a bad precedent for all the other springs along the Santa Fe.
>
> Thank you for considering my opinions regarding this matter.
>
> James C. Tatum Ph D
> 914 SW Riverland Ct.
> Fort White, FL 32038
>
> 386-454-1916

Brad Parker

Martha Strawn

From: Merrilleeart@aol.com
Sent: Monday, August 22, 2011 8:59 PM
To: lazylanecottages@windstream.net; augie12@windstream.net; mstrawn@earthlink.net; alterrrx@yahoo.com; ma_riverrat@yahoo.com; rivergal@windstream.net; scopieg@gmail.com; daniel@empowermfg.com; oursantafe@hotmail.com
Subject: Fwd: Vessel Exclusion Ordinance at Alachua County's Poe Springs Park

standard response...maybe

From: lpinkoson@alachuacounty.us
To: Merrilleeart@aol.com
Sent: 8/22/2011 8:50:16 A.M. Eastern Daylight Time
Subj: RE: Vessel Exclusion Ordinance at Alachua County's Poe Springs Park

Thank you very much for your email. Lee Pinkoson

From: Merrilleeart@aol.com [mailto:Merrilleeart@aol.com]
Sent: Sunday, August 21, 2011 10:06 PM
To: BOCC (Only Commissioners); Lee Pinkoson; Paula DeLaney; Rodney J. Long; Mike Byerly; Susan Baird
Cc: merrillee@oursantaferiver.org; lazylanecottages@windstream.net; augie12@windstream.net; mstrawn@earthlink.net; alterrrx@yahoo.com; ma_riverrat@yahoo.com; rivergal@windstream.net; scopieg@gmail.com; daniel@empowermfg.com; oursantafe@hotmail.com
Subject: Vessel Exclusion Ordinance at Alachua County's Poe Springs Park

cc'd OSFR Board Members

bcc'd OSFR members at large

Hello Commissioners,

I sent a request out to Our Santa Fe River members at large to contact you on how they felt about the proposed vessel exclusion ordinance at an Alachua County Public Park at Poe Springs. Initially, we feel this ordinance is unnecessary because of the rocky shoals that one first encounters while entering Poe Springs from the river. The only time it easy to get a boat into this area is when the river is very high, certainly not a common situation these days on this river.

The bigger question is whether to allow kayak and canoers to drag their vessel over the rocks into the spring so as to keep an eye on their craft and to allow easy access to their needs (ie. water/food/towel) while they swim.

OSFR feels that this proposed vessel exclusion ordinance is a means to keep access to the state owned public springs restricted and possibly make a visit to Poe Spring Park exclusionary to passer bys on the river. All water

that connects to the Santa Fe River must remain open to all people as "international waterway laws" apply here on this inland river.

This type of ordinance will set a precedent and OSFR is concerned that, if passed, will allow other private land holders on this river to follow suit and try to get their waterway exclusive for swimmers only. This type of thing has already happened in the past with sand bags and ropes. It was confirmed by state authority, not to be allowed.

The general feeling in our area is that this is one more backdoor way for NatureQuest to further privatize a public land and spring. When Karl Dowda, YMCA, was in charge the citizens of this community were more likely to use the county park, but the general consensus is that NatureQuest has made it very unfriendly. I have talked to many families that no longer use Poe Springs to relax by the river as it is too expensive and not friendly. I have e-mails from citizens who were asked to leave because they did not pay for admission into the park. The springs must remain open and free to residents and visitors, they are Florida's legacy not to be privatized.

Please be aware of one more thing, Alachua County may be more likely to embrace and create a boating ordinance that may cover the concerns about swimmers and **motor boaters**. Please see what your neighboring county has done recently, creating an enforceable no wake ordinance...http://gilchristcountyjournal.net/07-28-11/07-28-11boating.html . Making motor boats SLOW DOWN is something area residents and visitors have asked for help with, over many years, as there are many more dangers to people and animals **in the river** near fast boats.

Merrillee Malwitz-Jipson

President, Our Santa Fe River, Inc. not for profit, 501c3

www.oursantaferiver.org

merrillee@oursantaferiver.org

1-352-222-8893

historical reference...please see below:

http://www.floridasprings.us/2009_06_01_archive.html

Thursday, June 25, 2009

Answers to specific questions re: Poe Springs

Published Jun 24, 2009

SUMMARY

PREEMPTION ISSUES WE INVESTIGATED DUE TO PUBLIC CONCERNS:

· Park management verbally telling canoers/kayakers that they could not paddle into spring & spring run and would have to pay admission fee to swim
· 2 posted signs along the spring run that caused confusion – leading river users to believe the spring and spring run were private ("DESIGNATED SWIMMING AREA – NO BOATS BEYOND THIS POINT" + "POE SPRINGS PARK – ENTRANCE FEE - $5.00 PER PERSON")
Both issues bulleted above can qualify as "unauthorized preemption" of SSL (Sovereign Submerged Lands)

RESULTS:
· Division of State Lands confirmed "THE STATE HOLDS TITLE TO THE SUBMERGED LANDS OF POE SPRING, POE SPRING RUN AND THE SANTA FE RIVER AT THIS SITE"
· Alachua County & Nature Quest was informed of the title determination – both agreed not to limit/manage/control public access to Poe Spring and the spring run
· County removed both signs from the spring run (signs had been put up prior to Nature Quest management) – I (DEP) visited site this morning and confirmed removal
· Informed county that they could not deposit "new sand" or "other fill" w/in 100' of the spring & spring run to maintain the present man-made beach area

ANSWERS TO QUESTIONS:
1. Yes, the waters in the spring and spring run are for the public's use and cannot be managed by another party without authorization
2. Yes, any lands "waterward" of the "ordinary high" along the Santa Fe River, the spring run, and the spring itself is SSL for public use (lawful) and cannot be managed by another party without authorization
3. Yes, the land submerged (bottom) in the spring and spring run is SSL for public use – public can "walk" up the spring run
4. Yes, the public has the right to park on the Santa Fe River bank (staying in water) & wade/walk or swim up into the spring run and spring. Yes, the public can paddle up into the spring run and spring.
5. SEE DISCUSSION BELOW

DISCUSSION:
At different times the fixed ordinary high water line can fall below water levels (i.e. floods) or can be above water levels on dry bank (i.e. drought) – a good rule of thumb is for the public to stay in the water column with their vessel and feet – along the mostly level river, spring bottom. Walking along the exposed sloping banks of rivers and springs contribute to bank erosion and potentially gets the user into an issue with the surrounding property owner. We ask the public to respect private property and use care when paddling into springs with swimmers/divers/children present. Alachua Co and Nature Quest stated that they will approach individuals for admissions if they walk above the top of the bank – i.e. to use the restroom or picnic facilities. They understand that paddlers will be along the banks when exiting their vessels to go for a swim.

Hope this helps - call if any questions,

Carmine Oliverio

Florida Department of Environmental Protection
Northeast District - Live Oak Field Office
Submerged Lands / Environmental Resources Permitting - Compliance & Enforcement
(386) 362-0417
Source: Email correspondence

August 23, 2011 Regular BoCC Meeting
Agenda Item #17

Title
Kanapaha Park Community Center and Soccer Field Lighting (Amended)

Amount
$2,091,835.00

Description
Request to have Budget discussion with various options for the Kanapaha Park Community Center and soccer field lighting.

Recommendation
Approve Option #4 in regards to the Kanapaha Park Community Center and soccer field lighting.

Alternative(s)
Do not approve Option #4 Select one of the other options and authorize the Manager to amend the budget for the Option selected or provide staff with direction

Requested By
Richard Hedrick 352-374-5245 x 1211

Originating Department
Public Works

Attachment(s) Description
Community Center Costs and Value Engineering Report Community Center Floor Plan

Documents Requiring Action
None

Executive Summary
On May 10, 2011, the Board limited the Kanapaha Park Community Center budget to $1,400,000. They directed that Wild Spaces Public Places (WSPP) funding and Park Impact Fees be used for the project. The Board also directed staff to look at funding the lighting of the Kanapaha Park soccer fields using Park Impact Fees and the possibility of including the soccer field lighting as part of the community center project. The construction manager for the community center has received bids for the community center project only. The bids came in over budget. The consultants have value engineered the project and brought the cost of the project down but it is still over budget. Further efforts to reduce the cost of the project will result in a less durable and sustainable building. Funding currently available for the project is: Wild Spaces Public Places (WSPP): $1,272,558 Park Impact Fee: $ 599,484 Kanapaha Community Center-Acct 318: $ 296,228 (General Fund/MSTU) Total $2,168,270 Project costs are: Kanapaha Community Center Budget: $1,400,000 Base Cost Increase: $ 133,463 Recommended Alternates 7 & 8: $ 32,920 Alternates 1-5: $ 59,894 First Soccer Field Lighting: $ 244,544 Second Soccer Field Lighting: $ 221,014 Total $2,091,835 Several funding options follow for the Board's consideration: Option #1: Maintain the community center budget of $1.4 million and install lights on two soccer fields using available Wild Spaces Public Places and Impact Fee revenue. Cost: $1,865,558 Option #2: Increase the community center budget by $133,463 for the base cost increase and install lights on one soccer field using Wild Spaces Public Places and Impact Fee revenue. Cost: $1,778,007 Option #3: Increase the community center budget by $133,463 for the base cost increase and install lights on two soccer fields using available Wild Spaces Public Places revenue, Impact Fee revenue, and General Fund/MSTU funds in Fund 318. Cost: $1,999,021 Option #4: Increase the community center

budget by $166,383 for the base cost increase and alternates 7 and 8, and install lights on one soccer field using available Wild Spaces Public Places revenue and Impact Fee revenue. Cost: $1,810,927 Option #5: Increase the community center budget by $166,383 for the base cost increase and alternates 7 and 8, and install lights on two soccer fields using available Wild Spaces Public Places revenue, Impact Fee revenue, and General Fund/MSTU funds in Fund 318. Cost: $2,031,941 Option #6: Increase the community center budget to $226,277 for the base cost increase and alternates 1-5, 7 and 8, using available Wild Spaces Public Places revenue and Impact Fee revenue. Use the balance of WSPP and Impact Fee revenue to install lights on one soccer field. Cost: $1,870,821. (ROSCO recommended) Option #7: Increase the community center budget to $226,277 for the base cost increase and alternates 1-5, 7 and 8, and install lights on two soccer fields using available Wild Spaces Public Places revenue, Impact Fee revenue, and General Fund/MSTU funds in Fund 318. Cost: $2,091,835.

Background

On May 10, 2011, the Board limited the Kanapaha Park Community Center budget to $1,400,000. They directed that the Wild Spaces Public Places funding and Park Impact Fees be used for the project. The Board also directed staff to look at funding the lighting of the two Kanapaha Park soccer fields using Park Impact Fees and the possibility of including the soccer field lighting as part of the community center project. The construction manager for the community center has received bids for the project. The bids came in over budget. The consultants have value engineered the project and brought the cost of the project down but it is still over budget. Further efforts to reduce the cost of the project will result in a less durable and sustainable building. Funding for the community center project and soccer field lighting is available from Wild Spaces Public Places, Park Impact Fees, and the Kanapaha Community Center General Fund/MSTU Fund 318. Funding currently available for the project is: Wild Spaces Public Places (WSPP): $1,272,558 Park Impact Fee: $ 599,484 Kanapaha Community Center-Acct 318: $ 296,228 (General Fund/MSTU) Total $2,168,270 Project costs are: Kanapaha Community Center Budget: $1,400,000 Base Cost Increase: $ 133,463 Recommended Alternates 7 & 8: $ 32,920 Alternates 1-5: $ 59,894 First Soccer Field Lighting: $ 244,544 Second Soccer Field Lighting: $ 221,014 Total $2,091,835 Several funding options follow for the Board's consideration: Option #1: Maintain the community center budget of $1.4 million and install lights on two soccer fields using available Wild Spaces Public Places and Impact Fee revenue. Cost: $1,865,558 Option #2: Increase the community center budget by $133,463 for the base cost increase and install lights on one soccer field using Wild Spaces Public Places and Impact Fee revenue. Cost: $1,778,007 Option #3: Increase the community center budget by $133,463 for the base cost increase and install lights on two soccer fields using available Wild Spaces Public Places revenue, Impact Fee revenue, and General Fund/MSTU funds in Fund 318. Cost: $1,999,021 Option #4: Increase the community center budget by $166,383 for the base cost increase and alternates 7 and 8, and install lights on one soccer field using available Wild Spaces Public Places revenue and Impact Fee revenue. Cost: $1,810,927 Option #5: Increase the community center budget by $166,383 for the base cost increase and alternates 7 and 8, and install lights on two soccer fields using available Wild Spaces Public Places revenue, Impact Fee revenue, and General Fund/MSTU funds in Fund 318. Cost: $2,031,941 On August 2, 2011, the Recreation and Open Space Advisory Committee (ROSCO) discussed the funding of the community center and soccer field lighting. The ROSCO Committee voted to recommend that the Kanapaha Park Community Center be built as originally designed which makes the building sustainable and efficient using the $1.872 million from Wild Spaces Public Places (WSPP) and Park Impact Fees. Any funds remaining should be used to light the soccer fields at Kanapaha Park. This would require the Community Center budget to include alternates 1-5, 7, and 8 and the budget be increased by $226,277. This would allow for the lighting of one soccer field. The total project cost would be $1,870,821. This would be Option #6: Increase the community center budget to $226,277 and using available Wild Spaces Public Places revenue and Impact Fee revenue. Use the balance of WSPP and Impact Fee revenue to install lights on one soccer field. Cost: $1,870,821. Option #7: Increase the community center budget to $226,277 for the base cost increase and alternates 1-5, 7 and 8, and install lights on two soccer fields using available Wild Spaces Public Places revenue, Impact Fee revenue, and General Fund/MSTU funds in Fund 318. Cost: $2,091,835.

Issues

Use of General Fund and MSTU funds for the project.Increasing the community center building budget above $1.4 million.

Fiscal Recommendation

Funds are currently available in Wild Spaces and Public Places, Park Impact Fees, and General Fund/MSTU Kanapaha Community Center- Fund 318.

Fiscal Alternative(s)
None

Funding Sources
Wild Spaces Public Places, Park Impace Fee, General Fund and MSTU

Account Code(s)
303-4122-572.62-10 WSPP, 339-4100-572.63-00 Impact Fee, 318-4115-572.62-10 Kanapaha Restroom

Attachment: Community Center Floor Plan.pdf
Attachment: Community Center Costs and Value Engineering Report.pdf
Attachment: Kanapaha Community Center Budget Amendment.pdf
Attachment: E Agenda Funding Chart.pdf
Attachment: WSPP Community Center RESOLUTION.pdf

August 8, 2011

Parrish
CONSTRUCTION CO.
CONSTRUCTION MANAGERS
DESIGN BUILDERS
GENERAL CONTRACTORS

Alachua County Facilities Management
Allan Waters, Capital Projects Coordinator
105 SE 1st Avenue | Gainesville, Florida 32601

RE: Kanapaha Park Community Center
Guaranteed Maximum Price (GMP) Proposal

Dear Mr. Waters:

On June 9, 2011, M.M. Parrish Construction Company (Construction Manager) received competitive bids from pre-qualified subcontractors for the above referenced project. Upon completion of a thorough review of all bids, we compiled all costs associated with the project to assess the overall cost versus the BOCC's established budget of $1.4 Million. Due to several factors, including poor soil conditions, fairly extensive site utility infrastructure upgrades, and other market driven factors (i.e. rising fuel costs), the resulting project cost was 22% over budget.

Working with staff and the project's design consultants, we identified and incorporated several cost savings options and scope modifications to narrow the budget gap. As you are aware, other cost savings options were presented and considered, however the resulting decrease in scope and / or life cycle performance of the building were deemed not to be in the best interest of the County.

The accepted cost savings measures have resulted in a GMP proposal for the project in the amount of One Million One Hundred Ninety-Five Thousand One Hundred Nineteen Dollars ($1,214,227). When all other project related costs (design fees, impact / utility connection fees, furniture, fixture & equipment allowance, and Green Globe certification) are included, the total cost for the project is One Million Five Hundred Fourteen Thousand Three Hundred Fifty-Five Dollars ($1,533,463).

A breakdown of qualifications and clarifications to our GMP proposal as well as a detailed summary of all project related costs, is included as part of Exhibit K to the Construction Manager's agreement, dated 5/25/10.

Given the program and the County's desire to have a sustainably built and efficiently operated facility, any further reduction in project cost would result in programmed area being constricted or the quality and efficiency of the facility would be severely compromised. Please note that all site related costs will remain fixed, as the improvements will be necessary regardless of the structure built on-site.

The following attachments provide a summary of the 6/9/11 bids, a summary of the value engineering measures that have been incorporated into the current GMP, and a list of the alternates that are not currently included in the GMP. We have highlighted in orange the two alternates that we recommend be included in the project scope. Upgrading the air conditioning system to the Daikin VRF system will dramatically increase the energy efficiency of the project. While, including the single operable partition will increase the flexibility and maximize the use of the community center.

If approved, we stand ready to mobilize on site within 5 working days of the County's written Notice To Proceed (NTP) and will be complete with the project 212 calendar days from the NTP. We look forward to getting underway with this exciting and long anticipated project.

Sincerely,
M.M. Parrish Construction

Michael Walsh,
President

3455 S.W. 42nd Avenue, Gainesville, FL 32608 • P.O. Box 141930, Gainesville, FL 32614-1930
(352) 378-1571 • Fax (352) 377-0669 • www.mmpcc.com • CGC 056005

Value Engineering & Alternate Summary

Project: Kanapaha Park Community Center

DESCRIPTION	BID DAY		GMP	VE PROPOSAL
	6/9/2011		8/8/2011	
General Conditions, Permit Fees, & Testing	$ 131,043		$ 143,241	
Termite control treatment	$ 1,700		$ 1,839	
Sitework	$ 137,097		$ 137,097	
Allowance-Unsuitable Soil Remediation	$ 10,360		$ 22,036	
Landscape & Irrigation	$ 24,750		$ 19,290	V
Concrete	$ 127,160		$ 107,360	
Allowance- Geo-tech recommended foundations			$ 10,000	
Sealed/Polished Concrete	$ 6,373		$ 6,373	
Masonry	$ 71,691		$ 71,691	
Structural steel	$ 17,400		$ 19,600	
Rough carpentry	$ 69,300		$ 67,500	
Roofing	$ 62,455		$ 62,455	
Doors, Frames & Hardware	$ 29,076		$ 29,076	
Aluminum Storefront - Windows	$ 37,379		$ 36,536	A & B
Shutters & Counter Tops	$ 13,140		$ 4,300	C
Drywall & Stucco	$ 44,744		$ 40,450	
Painting	$ 17,980		$ 17,980	

DESCRIPTION	BID DAY		GMP	VE PROPOSAL
	6/9/2011		8/8/2011	
Flooring	$ 6,881		$ 3,810	
Acoustical Ceiling Tile	$ 5,487		$ 3,719	D
Miscellaneous Specialties	$ 11,430		$ 11,430	
Signage	$ 2,867		$ 2,867	
Operable Partition - Meeting Rms. A/B	$ 6,469		$ -	U
Plumbing	$ 98,250		$ 80,935	E, F, G, H, I, J, K, L, M
HVAC - Daikin VRF w/ local controls	$ 198,898		$ 113,000	T
Electrical	$ 122,263		$ 82,400	N, O, P, Q, R,
Allowance-Upcharge for revised HVAC			$ 12,000	T
Subtotal	$ 1,254,193		$ 1,106,985	
CM Fee	$ 75,252		$ 66,419	
Subtotal	$ 1,329,445		$ 1,173,404	
General Liability Insurance	$ 1,609		$ 1,420	
Builders Risk	$ -		$ 2,669	
Owners Protective Liability	$ -		$ -	
Bond	$ 13,311		$ 11,734	
Sub-Total (w/GLI, BR & Bond)	$ 1,344,365		$ 1,189,227	
Project Contingency	$ 50,000		$ 25,000	
G.M.P. Total	$ 1,394,365		$ 1,214,227	

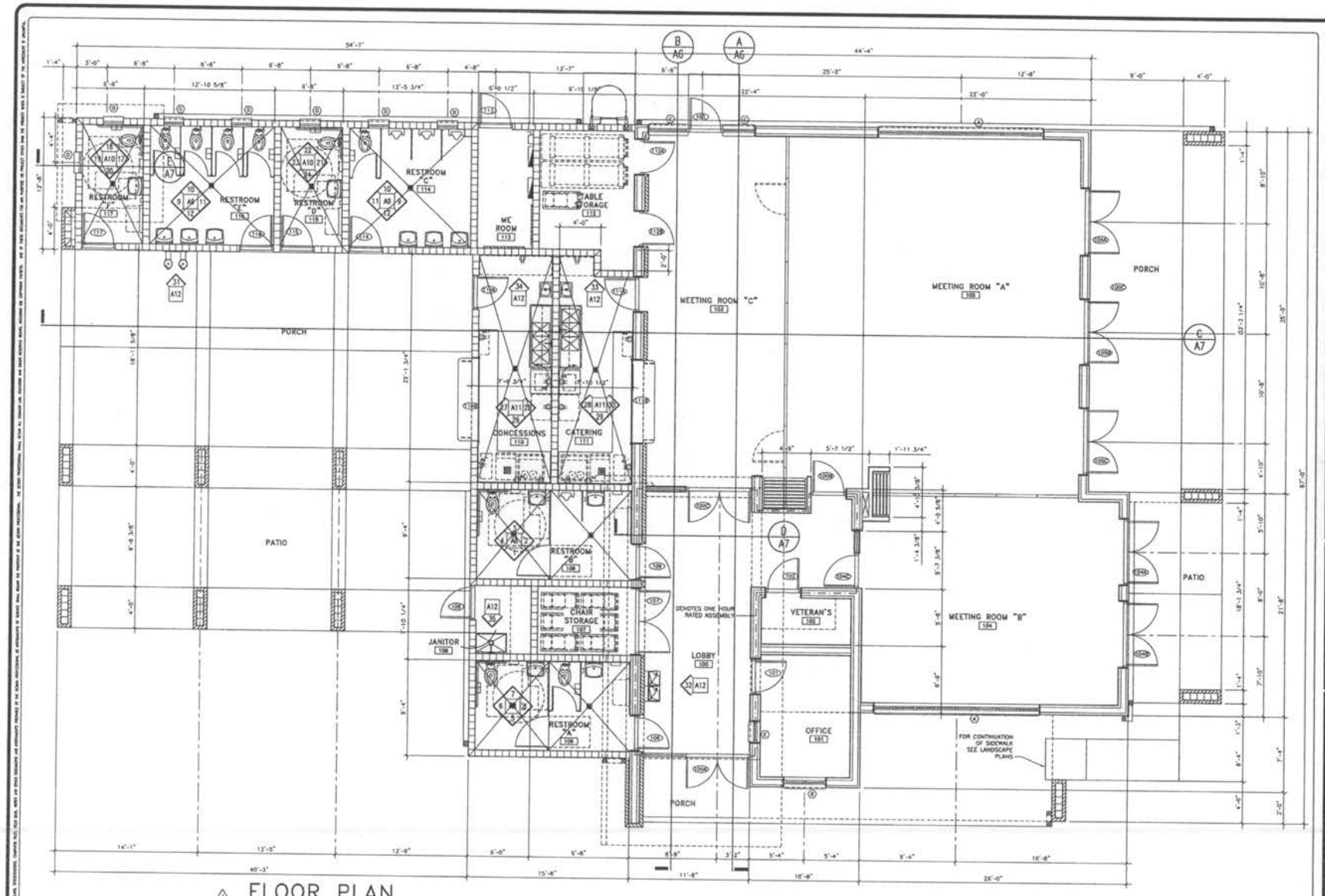
DESCRIPTION	BID DAY		GMP	VE PROPOSAL
	6/9/2011		8/8/2011	
Budget Items Outside of GMP				
Pre-construction Services	$ 24,600		$ 24,600	
Architectural & Engineering Fees	$ 215,300		$ 215,300	
Foundation Re-Design			$ 950	
Green Globe Certification	$ 8,500		$ 8,500	
GRU Impact, Connection, & Relocation Fees	$ -		$ 39,886	
Communications/ Data	$ 10,000		$ 5,000	
Furniture, Fixtures & Equipment (FFE)	$ 50,000		$ 25,000	
Total Project Budget	$ 1,702,765		$ 1,533,463	

Alternate No. 1 - Driveway Mod	$	13,717
Alternate No. 2 - West Shade Structure	$	27,655
Alternate No. 3 - Additional Operable Partition	$	11,939
Alternate No. 4 - Quarry Tile Add	$	3,946
Alternate No. 5 - Spare Conduit to Memorial	$	2,637
Alternate No. 6 - Carpet Tile in Lieu of Polished Concrete	$	(729)
Recommended Alternates		
Alternate No. 7- Base Bid Operable Partition	$	6,922
Alternate No. 8- Daikin VRF System with Local Controls	$	25,998

VALUE ENGINEERING PROPOSALS THAT ARE INCLUDED IN GMP

Project: Kanapaha Park Community Center

A. Superlite 1XL glass for 45 minute rating at door lites in lieu of IIXL. ($1,315)
B. Jackson overhead concealed at storefront doors in lieu of LCN. ($2,380)
C. Overhead Door Company 600 series galvanized shutters – manual. ($9,458)
D. Standard Cortega 704 ceiling tile with square edge. ($1,740)
E. Revise sanitary below grade piping to enter building through Restroom "C" and continue inside building to pick up all other restrooms in lieu of separate laterals- provide cleanouts only at change of direction. ($5,885)
F. Change P-11 hand sink to Advance Tabco 7-PS-68. ($883)
G. Change water hammer arrestors to Sioux Chief Hydra-Rester 652-A. ($2,119)
H. Change P7A & B electric water coolers to Elkay E25TL8C. ($1,648)
I. Change 80 gallon water heater to 50 gallon State Patriot PCE 52 2ORTA. ($2,354)
J. Change mixing valve to Symmons S-500-CK. ($824)
K. Change 3 compartment sinks to 2 compartment. ($2,140)
L. Change lavatory sensor faucets to T & S metering faucet. ($1,926)
M. Delete hot water to 4 lavatories. ($856)
N. Revise SESCO lighting package. ($21,260) Sesco quote # 110397C attached.
O. Eliminate door-indoor requirements at panel boards. ($802)
P. Change transient surge protection to Adv. Protection Technologies TEXDS Series. ($1,135)
Q. Use MC cable above ceiling. Home runs & equip remain in conduit. ($2,675)
R. Eliminate (5) 4" stub-outs for future sports lighting. ($3,317)
S. Delete lightning protection system. ($12,599)
T. Change from VRF to conventional heat pumps. ($79,071)
U. Delete base bid operable partition. ($6,922)
V. Reduce plantings and modify irrigation. ($5,842)
W. Delete brick veneer at west wall Meeting Room "C". ($3,151)



FLOOR PLAN

SCALE: 1/4"=1'-0" (GFA: NFA = 3923 SF COVERED PORCHES=1388 SF = 5311 SF)

NOTE: ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF MASONRY, EDGE OF SLAB, OR CENTERLINE OF DOOR OR WINDOW

SKINNER VIGNOLA McLEAN, INC.
ARCHITECTS & PLANNERS
1828 N. W. 6th Street
Gainesville, Florida 32609
Florida Certificate No. AA3478
(352) 378-4400
FAX (352) 377-5378

PROPOSED KANAPAHA PARK
COMMUNITY CENTER FOR
Alachua Co. Board of Co. Commissioners
GAINESVILLE, FL SVM #01265

Howard A. Millard, Jr. License #0057128

DATE: 04/04/11
DRAWN BY: D.A.M.
CHECKED BY: H.J.M.
REVISIONS:
1 REVS 05/31/11 DM
2 REVS 06/06/11 DM

FLOOR PLAN

SHEET
A1
OF

RESOLUTION 11- 92

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO RECOGNIZE UNANTICIPATED REVENUE FROM THE WILD SPACES PUBLIC PLACES SALES TAX FOR THE KANAPAHA COMMUNITY CENTER CAPITAL PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wild Spaces Public Places sales tax generates funds for the Kanapaha Park Community Center Capital Project for the Board of County Commission; and,

WHEREAS, an increase to the Board of County Commission Fund is necessary to account for and administer unanticipated revenues received from the Wild Spaces Public Places sales tax including interest for the Kanapaha Community Center Capital Project;

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

1. That the fiscal year 2011 budget for the Board of County Commission Fund is hereby amended as reflected in the budget amendment attached hereto as Exhibit "A."
2. By adoption of this resolution and the attached budget amendment, The Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.
3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 23rd day of August, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: Lee Pinkoson, Chair

ATTEST:

J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OFFICE USE ONLY	
OMB REFERENCE #	BC11-233
GROUP NUMBER	6756
PERIOD/DATE	11/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Park/Recreation Impact Fee	Public Works - Recreation	Improve Other Than Bldgs	339 - 4100 - 572 . 63 - 00		(598,263)
2	Park/Recreation Impact Fee	Public Works - Recreation	Building	339 - 4122 - 572 . 62 - 10		598,263
3	WSPP - Parks & Recreation	Non-Departmental	Miscellaneous Revenue	303 - 0000 - 361 . 10 - 37	149,278	
4	WSPP - Parks & Recreation	Public Works - Recreation	Miscellaneous Revenue	303 - 4100 - 361 . 14 - 10	20,000	
5	WSPP - Parks & Recreation	Public Works - Recreation	Building	303 - 4122 - 572 . 62 - 10		169,278
6	Parks and Recreation Capital	Public Works - Recreation	Building	318 - 4122 - 572 . 62 - 10		(296,228)
7	Parks and Recreation Capital	Capital Projects	Improve Other Than Bldgs	318 - 9000 - 572 . 63 - 00		296,228
8				- - . -		
9				- - . -		
10				- - . -		
11				- - . -		
12				- - . -		
13				- - . -		
14				- - . -		
15				- - . -		
16				- - . -		
17				- - . -		
18				- - . -		
19				- - . -		
20				- - . -		
21				- - . -		
22				- - . -		
					169,278	169,278
				COMBINED TOTAL		338,556

USE WHOLE DOLLARS ONLY.

PERFORMANCE RESULTS: Corrected budget amendment to align with Board approved Option 6 on Kanapaha Community Center agenda item for the Board's 8/23/11 Regular Meeting.

E. John Brower
PREPARED BY:

JB
ANALYST

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 AUG 29 PM 5 00

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

August 23, 2011 Regular BoCC Meeting
Agenda Item #18

Title
Approval of a Letter to the County Manager (Amended)

Amount
N/A

Description
This is a request for approval and authorization for the Chair to sign a letter to the County Manager addressing his failure to comply with Alachua County Employee Policy 4.6 (Equal Opportunity).

Recommendation
Authorize the Chair to sign a final of the attached letter to the County Manager addressing his failure to comply with Alachua County Employee Policy 4.6 (Equal Opportunity).

Alternative(s)
Do not authorize the Chair to sign the letter.

Requested By
Chair, Board of County Commissioners

Originating Department
County Attorney

Attachment(s) Description
Draft Letter

Documents Requiring Action
Letter

Executive Summary
The attached draft letter to the County Manager addresses his failure to comply with Alachua County Employee Policy 4.6 (Equal Opportunity).

Background
At its meeting of August 9, 2011, the Board directed that a letter be provided to the County Manager to address his failure to comply with Alachua County Employee Policy 4-6 (Equal Opportunity), Subsection 9(b)(v); by failing to seek the Equal Opportunity Director's review and comment on his selection of Tom Tonkavich as the Court Services Director prior to his conditional offer of employment to Mr. Tonkavich

If approved by the Board, a copy of the attached letter will be placed in the County Manager's official employee file in the Human Resources Division of the Administrative Services Department of Alachua County.

Issues

Should the Board authorize the Chair to the sign a final of the attached letter of reprimand to the County Manager?

Fiscal Recommendation
n/a

Fiscal Alternative(s)
n/a

Funding Sources
n/a

Account Code(s)
n/a

Attachment: Letter_County_Manager_EEO.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 23, 2011

Mr. Randall Reid, County Manager
Alachua County
12 SE 1st Street, 2nd Floor
Gainesville, FL 32601

Dear Manager Reid:

In compliance with the Board's direction of August 9, 2011, I am sending this letter to address your failure to comply with Alachua County Employee Policy 4-6 (Equal Opportunity), Subsection 9(b)(v); by failing to seek the Equal Opportunity Director's review and comment on your selection of Tom Tonkavich as the Court Services Director prior to your conditional offer of employment to Mr. Tonkavich. Although you contacted the Equal Opportunity Director on April 8, 2011 to inform her of the County Commission agenda item set for April 12, 2011 to confirm your conditional offer of employment to Tom Tonkavich, you did not solicit the Equal Opportunity Director's input on your decision and on your explanatory remarks on your hiring decision prior to making the offer to Mr. Tonkavich. You did, however, consult with the Equal Opportunity Director and review the hiring process on May 4, 2011. The Board confirmed your selection of Mr. Tonkavich on August 9, 2011.

It is extremely important that you, as the County Manager, comply with all policies adopted by the Board of County Commissioners. You must set the example for all County hiring officials by strictly adhering to employee policies when you hire employees. Leading by example is essential to insuring compliance by all County employees with the Board's policies. In this instance, your failure to comply with the hiring policy may adversely affect employee compliance with County policies in the future. In addition, your failure to comply with this policy may have tarnished the County's reputation in the community.

A copy of this letter will be placed in your official employee file in the Human Resources Division of the Administrative Services Department of Alachua County.

Sincerely,

Lee Pinkoson, Chair
Alachua County Commission
chr11.101

cc: Human Resources File

P.O. Box 2877 ■ Gainesville, Florida 32602 ■ Tel. (352) 264-6900 ■ Fax (352) 338-7363
TDD (352) 491-4430
Commissioners' E-Mail: bocc@alachuacounty.us ■ Home Page: www.alachuacounty.us

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

Alachua County
County Manager's Office

Randall Reid, County Manager

August 23, 2011

MEMORANDUM

To: Board of County Commissioners

From: Randall H. Reid
County Manager

Subject: Court Services Hiring

Dear Commissioners,

I must say I believe that the tone and statement of the second paragraph as well as the placement of this written record in my personnel file is inappropriate for a counseling. It misrepresents both my attitude and record of service here. My very diverse staff who are aware of the facts would support that assessment.

I have consistently enforced an environment of following Commission policies and the law. I have personally followed the rules and policies of the jurisdictions I have served throughout my career of 36 years as a local government manager. I have done so at times in the face of efforts of intimidation by the wealthy, the belligerent and politically connected. Political interference is frequent in local government.

This year with the retirement of our Court Service Director, we began the replacement process under a new policy. Unlike all other positions, a Director position must have the concurrence of the County Commission and is unique to others. This hiring ended up occurring during the absence of the Deputy Manager assigned to handle this process (Ms. Sucara) due to illness and further complicated by an interim department director (Mr. Santangelo) who reneged on his commitment to the prior director and myself that he would not apply for the position if made interim director.

I assigned Ms Baker to supervise the process under the new policies. I supported her efforts to expand advertising, recruit nationally despite adequately qualified internal candidates, and we went a step further in setting up a review panel made up of minority representatives and criminal justice participants to give input on the candidates. I clearly

heard and recorded the group's consensus assessment of the candidates and repeatedly confirmed that interpretation with HR staff in attendance and staff on the panel. The EEO Director did not attend the interviews.

I had the Administrative Services Director monitor the process and did in fact consult at various points in the process with her, the HR staff and EEO prior to the hiring. The agenda item was prepared by HR staff including a signed commitment by the recommended candidate to specific terms for the Commission to approve as we have always done.

This was after a joint meeting with the hiring process staff to finalize the decision, assigning HR to prepare the item and place the item on the next agenda and clearing that with the Chairman. I had in fact requested the EEO Director attend the Commission meeting but she was on leave for training, which I did not revoke. Ms Baker, make the scheduled presentation.

I regret I failed in a timely manner to have my written hiring summary placed into a computerized database for review by the EEO Officer, the purpose of which is to assure we were not discriminatory or risked liability. This was an unintentional oversight in the final step of a new policy, a technical procedural violation caused by timing and inability to meet prior to a meeting and documents frozen by public records requests. However, as the outside attorney cited, it would not have changed the outcome. It was not discriminatory.

In this era of cutbacks and reduced staffing, my plate is more full than ever. I sincerely regret this happened. I know extra diligence must be taken to follow every step set forth in our policies and procedures in this cutback environment and internal efforts to oppose reductions. I feel I have set a good example for the organization in my 11 years of serving this Commission and will continue to do so while I remain in this community's service. I assure you that I will hold all future hires until all written reports are received regardless of time, political pressures and agenda demands.

Randall Reid
County Manager

cc: personnel file

August 23, 2011 Regular BoCC Meeting
Agenda Item #24

Title

Solid Waste: Public Hearing on Solid Waste Ordinance

(Amended)

Amount
N/A

Description
This is the public hearing on a solid waste ordinance to amend Chapter 75, Solid Waste, of the Alachua County Code of Ordinances.

Recommendation

This is the public hearing on a solid waste ordinance to amend Chapter 75, Solid Waste, of the Alachua County Code of Ordinances.

Alternative(s)
Do not conduct the public hearing and do not amend Chapter 75, Solid Waste Code

Requested By
Richard Hedrick, 374-5245, ext 1211

Originating Department
Public Works

Attachment(s) Description
Proposed ordinance; Summary of changes

Documents Requiring Action

N/A

Executive Summary
This is the public hearing to consider adoption of an ordinance to amend Chapter 75, Solid Waste, of the Alachua County Code of Ordinances. The public hearing has been properly advertised according to Florida Statutes and proof of publication has been provided to the Clerk.

The revised ordinance makes several 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.

This revision has been developed over three years. Input from solid waste haulers doing business in Alachua County regarding the amendments was sought and considered by staff. The latest meeting with the haulers as a group to review this ordinance and to address questions and concerns was conducted February 4, 2010. Subsequent individual hauler meeting have been held.

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 and the Alachua County Comprehensive Plan; 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 maintenance of Balu Forest property as a reserve future solid waste management facility.

Issues

The changes to the solid waste code are primarily housekeeping and clarification issues. In addition, this ordinance strengthens the requirements for commercial recycling. These requirements will assist the county in meeting the State of Florida 75% recycling goal by year 2020. The addition of maintenance costs for closed landfills and for the Balu Forest property to "solid waste cost" allows for a reduction in tipping fees at the Leveda Brown Environmental Park and Transfer Station.

Fiscal Recommendation

N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Solid_Waste_Ordinance_SummaryofChanges_07_25_11.pdf
Attachment: SW_Ordinance_Draft _08_01_11.pdf

ALACHUA COUNTY, FLORIDA

SOLID WASTE ORDINANCE

ADOPTED August 23rd, **2011**

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ORDINANCE NO. 11-06

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:

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

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.

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~~(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 of a capacity of 2 cubic yards or more 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 <u>for solid waste and designated recyclable materials</u> 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

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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 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

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agency report mandated in s. 403.7032(3), and the construction and demolition debris recycling report required by s. 403.707(9).

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.

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(i) For all contracts between customers and commercial franchisees providing commercial collection service, the franchisee shall pass through to its 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

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collected. A commercial franchisee providing commercial collection service shall clean up all waste spilled during the collection operation.

(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.

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(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 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.

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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.

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.

(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.

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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.

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DULY ADOPTED in regular session, this 23rd day of August, 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

for _____ D.C.
J. K. "Buddy" Irby, Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney

(SEAL)

DEPARTMENT APPROVAL
AS TO CORRECTNESS:

_____
Richard L. Hedrick
Director of Public Works Department

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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.

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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.

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August 23, 2011 Regular BoCC Meeting
Agenda Item #25

Title
Authorization to conduct public hearing for amendment to Chapter seventy two, Alachua County Animal Services Ordinance. (Amended)

Amount
N/A

Description
Request Authorization to conduct public hearing for amendment to Chapter seventy two, Alachua County Animal Services Ordinance.

Recommendation
Authorize public hearing and accept ammendments to ordinance, Chapter seventy two, Alachua County Animal Services Ordinance.

Alternative(s)
Withhold authorization and provide direction to staff.

Requested By
David R. Flagler

Originating Department
Public Works

Attachment(s) Description
Proposed ordinance.

Documents Requiring Action
Accept ordinance amendments.

Executive Summary
This requests authorization to conduct 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 accommondate 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 will reduce the demand for dangerous dog appeals. If the owner of a dangerous dog maintains the confinement restrictions, the community is at no greater risk. By creating a longer holding time for pets with current pet license would create an incentive for pet owners to license their pets.

Fiscal Recommendation
None

Fiscal Alternative(s)
None

Funding Sources
None

Account Code(s)
None

Attachment: Animal Control June 28 2011 Ordinance.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE 11-07

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 23~~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 captures an animals alive and in a manner that does not injure the animals.

Leash means a restraint such as a rope, cord, chain, or device that is mobile and no longer than ten feet.

Livestock means an animals of the bovine, equine, ovine, or porcine class, not kept as companion animals, including but not limited to a cow~~cattle~~, calf~~ves~~, sheep, swine, horses, 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 animals or unauthorized persons.

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 bones, multiple bites, or a disfiguring lacerations 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.

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.~~

~~(e)~~ Pursuant to F.S. § 828.27(4)(b), $5.00 of each civil penalty imposed for a violation of this ~~c~~hapter 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 sServices 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:

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.

(d) Subpoenas.

(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.

(2) A subpoena may be served by any person authorized by law to serve process. Service shall be made as provided by law.

(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.

(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).

(5) If a party willfully fails to testify when duly subpoenaed, the Hearing Officer may:

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 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.

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 August 23, ~~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 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 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 August 23, ~~July 12,~~ 2011, and also to dogs declared dangerous by

another Florida county in accordance with Chapter 767, Florida Statutes, on or after August 23, 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:

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~~

~~(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 ~~C~~companion animals that creates~~ing~~ 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 services~~Animal 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 Code~~chapter~~.

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, ~~T~~the owner of a dog shall have ~~employ a veterinarian to vaccinate~~ the dog ~~vaccindated~~vaccinated again ~~12 months after the initial vaccination~~ and then annually, ~~triannually~~triennially, or quadrennially thereafter, as recommended by the Compendium. Twelve months after the initial vaccination, ~~T~~the owner of a cat shall ~~employ a veterinarian to vaccinate the cat 12 months after the initial vaccination~~ have the cat vaccina~~a~~ted 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 cat~~have the cat vaccinated annually, ~~triannually~~triennially, or quadrennially, ~~thereafter~~ as recommended by the Compendium. Twelve months after the initial vaccination, ~~T~~the 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 sells~~ing~~ 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~~d~~s ~~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.

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

(2) The ~~eats~~ 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 animals.

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.

SECTION 26. Section 72.28 is amended to read as follows:

Sec. 72.28. Impoundment and confiscation of an animals; ~~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 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.

There is no minimum holding time for animals under the age of eight weeks.

(b) If ~~A~~animal ~~S~~services 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.

(c~~b~~) 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.

(d~~e~~) 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.

(e~~d~~) If the owner does not reclaim the animal within the specified time, then ~~animal services~~Animal 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 services~~Animal Services shall not permit a person to adopt a companion animal from the shelter if ~~animal services~~Animal 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 services~~Animal 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 services~~Animal Services shall be sterilized, vaccinated, and licensed by ~~animal services~~Animal 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, ~~E~~employ 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~~ animals at the animal shelter, ~~animal services~~Animal Services is authorized to provide health screening of every animals 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.

SECTION 29. Section 72.31 is amended to read as follows:

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 regardgless 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 carcasses 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~~sections 72.34(a) shall ~~notify animal services. Animal services shall~~ make a reasonable attempts 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~~ ~~Witihin~~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~~ waiv~~er of~~ a required fee or charge, except a ~~for~~ fees or charges 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~~ waiver ~~of~~ a required fee or charge, except a ~~for~~ fees or charges for licensing, once during the ~~animal~~ owner's lifetime. In order to quality for such waiver, the ~~for animal~~ owners must meeting 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 i~~f~~ 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 23rd day of August, 2011.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
County Attorney

APPROVED AS TO CONTENT

_____
Director, Animal Control

August 23, 2011 Regular BoCC Meeting
Agenda Item #26

Title
Add a fee for dangerous dog registration Resolution. (Amended)

Amount
N/A

Description
Request Authorization to add a fee for dangerous dog registration.

Recommendation
Approve resolution authorizing fee change for dangerous dog registration.

Alternative(s)
Withhold authorization and provide direction to staff.

Requested By
David R. Flagler

Originating Department
Public Works

Attachment(s) Description
Fee schedule change. Resolution authorizing fee change.

Documents Requiring Action
Resolution authorizing fee change.

Executive Summary
If the Board of County Commissioners adopts the new language for dangerous dogs in Chapter 72, a new fee will be necessary to recover administrative costs involved in registering dangerous dogs.

Background
The current ordinance requires the euthanasia of any dog declared as dangerous. The proposed changes will align our ordinance to be consistent with State law by requiring strict confinement measures of a dog declared as a dangerous dog. An initial registration fee of $400 and an annual renewal of $40 will help offset staff cost in providing oversight of the animal.

Issues
The fee is to offset staff cost of investigating dangerous dog incidents and the regulation and monitoring of dogs declared dangerous. Dangerous dog owners may object to having a fee imposed.

Fiscal Recommendation
None

Fiscal Alternative(s)
None

Funding Sources
None

Account Code(s)
001-2500-346.41.02

Attachment: Animal_Services_fee_revision.pdf
Attachment: Fee Sheet Resolution for Dangerous Dogs.pdf
Attachment: Affidavit of Publication.pdf

RESOLUTION 11-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA CREATING A NEW FEE FOR MAINTAINING A DANGEROUS DOG WITHIN ALACHUA COUNTY AS SET FORTH IN THE ALACHAU COUNTY ORDINANCES SECTION 72.16 APPROVED ON AUGUST 23, 2011.

WHEREAS, the Alachua County Board of County Commissioners of Alachua County has enacted an ordinance that provides for dangerous dogs to reside within Alachua County under section 72.16 of the Alachua County Ordinances.

WHEREAS, the Alachua County Board of County Commissioners of Alachua County desires to recover the cost of maintaining and monitoring dangerous dogs in Alachua County.

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

1. Fee Schedule Change. The Fee Schedule is revised to provide for the registration of dangerous dogs at $400 and for the annual renewal to be $40.

2. Effective Date. This resolution shall take effect immediately upon approval by the Board of County Commissioners of Alachua County.

DULY ADOPTED in regular session, this 23rd day of August, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM:

_____
Alachua County Attorney

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.

August 23, 2011 Regular BoCC Meeting
Agenda Item #29

Title
Unanticipated Revenue for Federal Election Activities Grant (Amended)

Amount
N/A

Description
Request Adoption of Resolution and Budget Amendment to recognize unanticipated revenue for Federal Election Activities Grant.

Recommendation
Adopt Resolution and Budget Amendment to recognize unanticipated revenue for Federal Election Activities Grant.

Alternative(s)
Forfeit Grant Funds.

Requested By
Pam Carpenter

Originating Department
Supervisor of Elections

Attachment(s) Description
Resolution and Budget Amendment

Documents Requiring Action
Approve and sign Resolution and Budget Amendment.

Executive Summary
In order for the Supervisor of Elections to expend the Federal Election Activities Funds Grant received from the State of Florida, it is necessary to recognize these funds of $27,102.22 as unanticipated revenue.

Background
The Florida Legislature has made funds available to assist the Supervisor of Elections with Federal Election Activities. Section 6 of Chapter 2011-69, Laws of Florida, provides for the disbursement of funds to be used for federal election activities. A detailed description of how the funds will be used must be provided and approved by the Department of State as part of the application process.

Issues
Matching funds equal to $4,065.33 as required for grant eligibility, will be made available from the Supervisor of Elections FY2011 Adopted Budget.

Fiscal Recommendation
Increase Supervisor of Elections' Budget by $27,102.22.

Fiscal Alternative(s)

Forfeit Grant Funds.

Funding Sources
State of Florida, Department of State, Division of Elections

Account Code(s)
Revenue 174-1228-381.50-00, 174-1228-331.10-00 Expense 171-1200-513.47-00, 171-1200-581.91-00, 174-1228-513.47-10

Attachment: FY11FederalElectionBudgetAmend.pdf
Attachment: 11_12FEA GRANT Resolution Matching Fund Certificate.pdf

RESOLUTION 11-85

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, TO RECOGNIZE UNANTICIPATED REVENUE FROM THE STATE OF FLORIDA FOR FEDERAL ELECTION ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of State disburses funds for Federal election activities to the Supervisor of Elections;

WHEREAS, an increase to the Supervisor of Elections Fund is necessary to account for and administer revenues received from the State of Florida for Federal election activities;

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

1. That the fiscal year 2011 budget for the Supervisor of Elections Fund is hereby amended as reflected in the budget amendment attached hereto as Exhibit "A."

2. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

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

DULY ADOPTED in regular session, this 23rd day of August, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC-12-36
GROUP NUMBER	6835
PERIOD/DATE	11/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Supervisor of Elections	Supervisor of Elections	Printing & Binding	171-1200-513.47-00		(4,065.00)
2	Supervisor of Elections	Supervisor of Elections	Operating Transfer Out	171-1200-581.91-00		4,065.00
3	Fed Election Activities FY11	Supervisor of Elections	Other Sources	174-1228-381.50-00	4,065.00	
4	Fed Election Activities FY11	Supervisor of Elections	Intergovernmental Revenue	174-1228-331.10-00	27,102.00	
5	Fed Election Activities FY11	Supervisor of Elections	Printing	174-1228-513.47-10		31,167.00
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 31,167 | 31,167

COMBINED TOTAL: 62,334

PERFORMANCE RESULTS: Recognize unanticipated funds for FY '11-12 Federal Election Activities Grant
Transfer 15% match for grant received from the State of Florida for Federal election activities.

J. Mironack
PREPARED BY:

ANALYST

ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 AUG 29 PM 3 31

Exhibit "A"

Updated by OMB November 2006

August 23, 2011 Regular BoCC Meeting
Agenda Item #30

Title
Federal Election Activities Grant: Certification of Matching Funds for 2011-2012 (Amended)

Amount
N/A

Description
Request the Chair certify that the 15 percent County matching funds required to receive $27,102.22 in state Federal Election funds are provided in the current Elections' Budget.

Recommendation
Certify that the required 15 percent match is available in the FY2011 Supervisor of Elections' Budget.

Alternative(s)
Do not certify 15% match is available in the FY2011 Supervisor of Elections' Budget.

Requested By
Pam Carpenter

Originating Department
Supervisor of Elections

Attachment(s) Description
Certificate Regarding Matching Funds

Documents Requiring Action
Approve and have the Commission Chairman sign the Certificate Regarding Matching Funds. Completed Certificate to be attested by the Clerk of Court as required by County Policy.

Executive Summary
The Florida Department of State requires that the chairman of the Board of County Commissioners certify that the required 15% county matching funds have been provided. No additional county funds are being requested. The $4,065.33 match is included in the current Elections' Budget. Upon Chair certification, a separate account will be established for the $4,065.33 County Matching Funds and the $27,102.22 Department of State funding.

Background
The 2011 Legislature has made funds available to assist the Supervisor of Elections with Federal Election Activities. A detailed description of how the funds will be used must be provided and approved by the Department of State as part of the application process.

Issues
Matching funds equal to $4,065.33 as required for grant eligibility will be made available from the Supervisor of Elections' FY2011 Adopted Budget.

Fiscal Recommendation

No change in county funding. Certify that the required 15% match is available in the FY 2011 Supervisor of Elections' Budget.

Fiscal Alternative(s)
Do not certify 15% match is available in the FY2011 Supervisor of Elections' Budget.

Funding Sources
State of Florida, Department of State, Division of Elections

Account Code(s)
Revenue 174-1228-381.50-00, 174-1228-331.10-00 Expense 171-1200-513.47-00, 171-1200-581.91-00, 174-1228-513.47-10

Attachment: 11_12FEA GRANT Resolution Matching Fund Certificate.pdf

ATTACHMENT A-2 of MOA 2011-2012-0001

Certificate Regarding Matching Funds

I, Lee Pinkoson, Chairman of the Board of County Commissioners of Alachua County, Florida, do hereby certify that the Board of County Commissioners will provide matching funds for the Federal Election Activities grant in county FY 2011-2012 to the Supervisor of Elections in an amount equal to at least 15% of the amount to be received from the state, which for Alachua County is $4,065.33. I understand that if the Board fails to appropriate the required matching funds, all funds received from the state for this grant during the 2011-2012 state fiscal year will be required to be returned to the Department of State.

Chairman, Board of County Commissioners
LEE PINKOSON, CHAIR

August 23rd, 2011
Date

APPROVED AS TO FORM
ALACHUA COUNTY ATTORNEY

ATTEST:
J. K. IRBY, CLERK

DS-DE 127
Revised 7/5/2011

August 23, 2011 Regular BoCC Meeting
Agenda Item #31

Title
Ratification of the Warrant List (Amended)

Amount
N/A

Description
Ratify the Warrant List for the period of:

Recommendation
Ratify the attached Warrant List.

Alternative(s)
Do not ratify the attached Warrant List and provide alternative direction.

Requested By
Bob Decker

Originating Department
Finance and Accounting

Attachment(s) Description
Warrant List for the period of:

Documents Requiring Action
Warrant List for the period of:

Executive Summary
N/A

Background
N/A

Issues
N/A

Fiscal Recommendation
N/A

Fiscal Alternative(s)
N/A

Funding Sources
N/A

Account Code(s)
N/A

Attachment: Warrant List Board.pdf

CLERK OF THE CIRCUIT COURT

Finance and Accounting
Post Office Box 939
Gainesville, Florida 32602

J.K. IRBY
CLERK

TELEPHONE
(352) 374-3605

August 15, 2011

MEMORANDUM

TO: Board of County Commissioners

VIA: Todd Hutchison, Finance Director

FROM: Bob Decker, Deputy Clerk

SUBJECT: Warrant List

PERIOD	WARRANT TYPE	NUMBERED	AMOUNT
08-04-2011	Machine	2244646-2244827	$710,908.42
08-11-2011	Machine	2244829-2244985	$1,184,058.84

The above warrant lists are recommended for ratification by the Board.

TH/jmd

August 23, 2011 Regular BoCC Meeting
Agenda Item #32

Title
Approval of the Board of County Commissioners (BOCC) Minutes (Amended)

Amount
N/A

Description
BOCC Minutes of the following meetings:

Recommendation
Approve the minutes of the following meetings of the BOCC:

Alternative(s)
Do not approve the minutes and provide alternative direction.

Requested By
Bob Decker

Originating Department
Finance and Accounting

Attachment(s) Description
BOCC Minutes for the following meetings:

Documents Requiring Action
BOCC Minutes for the following meetings:

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 05172011.pdf
Attachment: BOCC 05262011.pdf
Attachment: BOCC 06072011.pdf

Tuesday, May 17, 2011 – 10:00 A.M.
County Administration Building
Grace Knight Conference Room
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners met in special session.

PRESENT: Chair Lee Pinkoson, presiding, Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ABSENT: Vice-Chair Paula M. DeLaney

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

The meeting was televised on Cox Cable Channel 12.

Chair Pinkoson opened the meeting at 10:00 A.M.

ADOPTION OF THE AGENDA

County Manager Randall Reid requested that the agenda be modified to include the Joint Motion to Continue Hearing on Budget Appeal of Alachua County Sheriff.

Commissioner Byerly moved to adopt the agenda as modified. The motion carried 3-0 with Commissioner Baird out of the room.

Added Item: Joint Motion to Continue Hearing on Budget Appeal of Alachua County Sheriff

County Attorney David Wagner presented the above item.

Commissioner Long moved to approve the Joint Motion to Continue Hearing on Budget Appeal of Alachua County Sheriff. The motion carried 3-0 with Commissioner Baird out of the room.

Commissioner Baird entered the room at 10:03 A.M.

1. Discussion on Current Budget Issues
   Amount: N/A
   Recommended Action: Hear overview and discuss current budget issues.

Office of Management and Budget Director Suzanne Gable presented the above item.

Chair Pinkoson recognized County Manager Randall Reid and Administrative Services Director Betty Baker who presented comments to the Board.

2. Constitutional Officer Budget Discussion – Tax Collector
Amount: N/A
Recommended Action: Discuss the Fiscal Year 2012 budget development with the Tax Collector. Information only – no action needed.

Alachua County Tax Collector Von Fraser, Assistant Tax Collector John Power, and Tax Collector Finance Director Jon Costabile presented the above item.

Chair Pinkoson recognized County Manager Randall Reid and Office of Management and Budget Director Suzanne Gable who presented comments to the Board.

3. Growth Management Department – Program and Service Presentation
Amount: N/A
Recommended Action: Hear presentation by the Growth Management Department and discuss related budget issues. Information only – no action requested.

Growth Management Director Steve Lachnicht and Codes Enforcement Director Rick Wolf presented the above item.

Chair Pinkoson recognized County Manager Randall Reid, Housing Programs Manager Tom Webster, and Principal Planner Ken Zeichner who presented comments to the Board.

MEETING RECESSED 1:04 P.M.
MEETING RECONVENED 1:48 P.M.

1. Discussion on Current Budget Issues (continued)
Amount: N/A
Recommended Action: Hear overview and discuss current budget issues.

Office of Management and Budget Director Suzanne Gable presented corrections to her earlier presentation.

TIME CERTAIN – 1:30 P.M.

5. Court Services Department – Program and Service Presentation
Amount: N/A
Recommended Action: Hear presentation by the Court Services Department and discuss related budget issues. Information only – no action requested.

Acting Court Services Director Tom Tonkavich, Sentencing Alternatives Manager Larry McDaniel, Administrative Support Manager Annette Schwiebert, Clinical Programs Manager Jim Santangelo, Pretrial Services Manager Gerie Crawford, and Work Release Manager Joe Lipsey presented the above item.

Chair Pinkoson recognized Sarah Wallace and Kathleen Shiverick who presented comments to the Board.

4. Filing a Motion in Support of Appellate Case in Communication Workers of America et. al. v. the City of Gainesville
Amount: N/A
Recommended Action: Authorize the County Attorney to file motions and other memoranda in support of the City of Gainesville's position that it did not commit an unfair labor practice by changing the amount of contributions that retirees in the City of Gainesville pension program make to the cost of health insurance.

County Attorney David Wagner presented the above item.

Chair Pinkoson recognized County Manager Randall Reid who presented comments to the Board.

Commissioner Long moved to authorize the County Attorney to file motions and other memoranda in support of the City of Gainesville's position that it did not commit an unfair labor practice by changing the amount of contributions that retirees in the City of Gainesville pension program make to the cost of health insurance. The motion carried 4-0.

Commission General and Informal Discussion

County Manager Randall Reid stated that the ten-year anniversary of the Gainesville Technology Enterprise Center (GTEC) was approaching and that the County was instrumental in its creation.

Commissioner Byerly requested that staff budget presentations be more succinct to allow Commissioners more time to discuss the budget.

Adjournment

There being no further business the meeting was adjourned at 5:12 P.M.

_____
J. K. Irby, Clerk to the Board
of County Commissioners

Thursday, May 26, 2011 – 1:30 P.M.
County Administration Building
Grace Knight Conference Room
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners met in special session.

PRESENT: Chair Lee Pinkoson, presiding, Vice-Chair Paula M. DeLaney, Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

The meeting was televised on Cox Cable Channel 12.

Chair Pinkoson opened the meeting at 1:30 P.M.

ADOPTION OF THE AGENDA

County Manager Randall Reid requested that the agenda be modified to include the Joint Motion to Continue Hearing on Budget Appeal of Alachua County Sheriff.

Commissioner DeLaney moved to adopt the agenda as modified. The motion carried 4-0 with Commissioner Baird out of the room.

1. Discussion on Current Budget Issues

County Manager Randall Reid and Office of Management and Budget Director Suzanne Gable presented the above item.

Commissioner Baird entered the room at 1:37 P.M.

2. Information and Technology Services Department - Program and Service Presentation

Information and Technology Services Director Kevin Smith presented the above item.

Chair Pinkoson recognized Information Technology Security and Telecom Manager Allen Torres, Communications Coordinator Mark Sexton, and Applications Manager Ryan Evans, who presented comments to the Board.

3. Administrative Services Department - Program and Services Presentation

Administrative Services Director Betty Baker presented the above item.

Chair Pinkoson recognized Administrative Support Manager Ron Akins, Equal Opportunity Manager Jacqueline Chung, Human Resources Manager Kim Baldry, Purchasing Manager Larry Sapp, Risk Manager Wade Gillingham, and Facilities Manager Charlie Jackson, who presented comments to the Board.

Commissioner Long left the room at 2:52 P.M.

4. General Government Areas - Program and Services Presentation

County Attorney David Wagner and County Manager Randall Reid presented the above item.

By consensus the Board directed the County Manager to give a presentation on economic development to the Board on June 7, 2011.

Chair Pinkoson recognized Communications Coordinator Mark Sexton, Office of Management and Budget Director Suzanne Gable, and Kathleen Shiverick, who presented comments to the Board.

There being no further business the meeting was adjourned at 4:46 P.M.

_____

J. K. Irby, Clerk to the Board
of County Commissioners

Tuesday, June 7, 2011 – 10:00 A.M.
County Administration Building
Grace Knight Conference Room
12 Southeast First Street
Gainesville, Florida

The Alachua County Board of County Commissioners met in special session.

PRESENT: Chair Lee Pinkoson, presiding, Vice-Chair Paula M. DeLaney, Commissioners Susan Baird, Mike Byerly, and Rodney J. Long

ALSO PRESENT: County Manager Randall Reid, County Attorney David Wagner, Clerk J. K. Irby, Assistant Clerk/Finance Director Todd Hutchison, Deputy Clerk Bob Decker

The meeting was televised on Cox Cable Channel 12.

Chair Pinkoson opened the meeting at 10:00 A.M.

ADOPTION OF THE AGENDA

County Manager Randall Reid requested that the agenda be modified to include an item to discuss a letter from Management Partners, Incorporated regarding consulting services for the Alachua County Jail. He further requested that the Board discuss item 5, Response to the City of Newberry's Request for Delegation of Powers to Establish a Community Redevelopment Area (CRA) after item 1.

Commissioner DeLaney moved to adopt the agenda as modified. The motion carried 4-0 with Commissioner Long out of the room.

1. Discussion on Current Budget Issues
   Amount: N/A
   Recommended Action: Hear overview of current budget issues. Information only – no action requested.

County Manager Randall Reid and Office of Management and Budget Director Suzanne Gable presented the above item.

Commissioner Long entered the room at 10:31 A.M.

Chair Pinkoson recognized Clerk J.K. Irby who presented comments to the Board.

Commissioner DeLaney stated for the record that she is in support of a two percent increase for employee salaries.

Commissioner Byerly moved to direct the County Manager to set aside funding equal to a two percent salary increase for Board employees to be negotiated in the coming fiscal year.

Chair Pinkoson recognized County Attorney David Wagner, Dean Cheshire, and Fred Pratt, who presented comments to the Board.

The motion carried 3-2, with Commissioners Baird and Pinkoson voting nay.

Chair Pinkoson recognized Assistant County Manager Richard Drummond and County Attorney David Wagner who presented comments to the Board.

Chair Pinkoson left the room at 10:47 P.M.

Chair DeLaney recognized Dean Cheshire who presented comments to the Board.

5. Response to City of Newberry's Request for Delegation of Powers to Establish a Community Redevelopment Agency (CRA)
Amount: N/A
Recommended Action: Authorize Chair to sign a letter in response to the City of Newberry's request for delegation of powers.

Commissioner Byerly moved to authorize the Chair to sign a letter in response to the City of Newberry's request for delegation of powers.

Chair DeLaney recognized Assistant County Manager Richard Drummond who presented comments to the Board.

The motion carried 4-0, with Commissioner Pinkoson out of the room.

4. Funding Approval for Phase II of the Jail Energy Reduction and Water Conservation Project
Amount: $3,984,838.00
Recommended Action: Adopt the resolutions, approve the change in the 2007 Public Improvement Bond project list, the Fiscal Year 2011 Capital Improvement Program and budget amendment to fully fund Option A for Phase II of the Jail Energy Reduction and Water Conservation Project.

Commissioner Byerly moved to adopt the resolutions, approve the change in the 2007 Public Improvement Bond project list, the Fiscal Year 2011 Capital Improvement Program and budget amendment to fully fund Option A for Phase II of the Jail Energy Reduction and Water Conservation Project.

Chair DeLaney recognized Dean Cheshire who presented comments to the Board.

The motion carried 3-1, with Commissioner Baird voting nay and Commissioner Pinkoson out of the room.

3. Jail Window Project: Budget Amendment Phases IA and II for the Jail Window Project
Amount: $1,241,411.00
Recommended Action: Approve attached Budget Amendment and direct staff to issue an amendment to the contract between Alachua County and Peter Brown Construction Co., Inc. and approve of the revision of several projects in the Capital Improvement Program (CIP) authorizing this budget amendment in the amount of $1,241,411.00.

Chair DeLaney recognized County Manager Randall Reid who presented comments to the Board.

Commissioner Byerly moved to approve the attached Budget Amendment and direct staff to issue an amendment to the contract between Alachua County and Peter Brown Construction Co., Inc. and approve of the revision of several projects in the Capital Improvement Program (CIP) authorizing this budget amendment in the amount of $1,241,411.00.

Chair DeLaney recognized Assistant County Manager Richard Drummond, Facilities Director Charlie Jackson, and Major Norman Adkins, who presented comments to the Board.

The motion carried 4-0, with Commissioner Pinkoson out of the room.

Added item: Consulting Services for the Alachua County Jail

County Manager Randall Reid presented the above item.

Chair Pinkoson recognized County Attorney David Wagner who presented comments to the Board.

Commissioner Byerly moved to schedule a meeting with Gerald Newfarmer of Management Partners, Incorporated to discuss consulting services for the Alachua County Jail. The motion carried 4-0 with Commissioner Pinkoson out of the room.

MEETING RECESSED 12:52 P.M.
MEETING RECONVENED 1:30 P.M. – COMMISSIONERS PRESENT: BYERLY, DELANEY, LONG, PINKOSON

Chair Pinkoson recognized County Manager Randall Reid who presented comments to the Board.

Commissioner Baird entered the room at 1:32 P.M.

2. Overview of Proposed Fiscal Year 2012 through Fiscal Year 2016 Comprehensive Capital Improvement Program
Amount: N/A
Recommended Action: Hear overview of proposed Comprehensive Capital Improvement Program and discuss related budget issues. Information only – no action required.

County Manager Randall Reid, Office of Management and Budget Director Suzanne Gable, Assistant County Manager Richard Drummond, and Facilities Manager Charlie Jackson presented the above item.

Chair Pinkoson recognized Eighth Judicial Circuit Court Administration Finance and Accounting Manager Dan Priscott, Financial Analyst John Brower, Parks Superintendent Rob Avery, County Engineer David Cerlanek, Walter Willard, and Jack Donovan, who presented comments to the Board.

There being no further business the meeting was adjourned at 3:46 P.M.

_____
J. K. Irby, Clerk to the Board
of County Commissioners

August 23, 2011 Regular BoCC Meeting
Agenda Item #33

Title
Amend the Combined Communications Center Interlocal Agreement (Amended)

Amount
N/A

Description
Request Approval to Amend the Combined Communications Center Interlocal Amendment providing for a Small Use Rate and Capital Equipment Funding and Replacement.

Recommendation
Approve the Amended Combined Communications Center Interlocal Agreement providing for a Small Use Rate and Capital Equipment Funding and Replacement.

Alternative(s)
Do not approve the amendment to the interlocal agreement and provide direction to staff.

Requested By
Richelle Sucara

Originating Department
County Manager's Office

Attachment(s) Description
First Amendment Combined Communications Center Interlocal Agreement.

Documents Requiring Action
First Amendment Combined Communications Center Interlocal Agreement

Executive Summary
Alachua County, the City of Gainesville, and the Alachua County Sheriff's Office entered into an Interlocal Agreement for a Combined Communication Center (CCC) on November 3, 1999. The CCC provides call taking and dispatch services for law enforcment and fire/rescue services. The parties entered into a new agreement on May 12, 2009 that allowed small users to participate in the CCC. The parties now wish to amend the agreement to modify the provisions that provide for small users to participate in the CCC and to incorporate a funding mechanism for a capital replacement schedule. The City of Gainesville approved the interlocal ageement amendment on July 7, 2011.

Background
he current agreement defines a small user as a municipality with a population of less than 6,000. The language in the amendment was modified to address the concerns and needs of the cities of Waldo and High Springs. Waldo currently utilizes the CCC but has had difficulty paying the amount called for in the current funding formula. The amendment creates two tiers of small users. Municipalities with populations of less than 2,000 shall be charged 20% of the cost of a call per service with Alachua County funding the remaining 80%. Municipalities with populations of less than 6,000 but more than 1,999 shall be charged 60% of the cost of a call for service with Alachua County funding the remaining 40%. The change will reduce the City of Waldo's charges from 25% of the cost of a call for service to 20% and allow High Springs to participate in the CCC at 60% of the cost of a call

for service. County, City, and the Sheriff's Office have been working to establish a capital replacement schedule for the CCC. The amendment calls for the Sheriff to include the required annual contribution as a line item in the CCC budget and deposited into an ongoing restricted CCC replacement fund to be managed by the County Commission. At the end of each fiscal year, the CCC's unexpended budget dollars will be placed into the CCC replacement fund to offset the annual contribution request. Funds from the CCC replacement fund shall be used to purchase capital equipment identified through a replacement schedule developed by CCC management and approved by the CCC Administrative Board. The County's share of the replacement fund in year 1 is approximately $413,000, aproximately $195,000 in years 2 and 3 and then levels off to approximately $183,000 annually. The City of Gainesville will contribute a similar annual amount.

Issues

Whether the County Commission will continue to offset the cost of dispatch services to smaller municipalities under the two tier formula. Previously the County offset 100% of the cost of dispatch to Waldo because the interlocal agreement did not provide an alternative payment methodology. The proposed amendment provides for a discounted rate to "small users". With respect to the cost of dispatch for the City of Waldo, the City will now pay a discounted rate of 20% of the cost while the County will pay the remaining 80%. The cost of dispatch for the City of High Springs will likewise be discounted to a rate of 40% of the cost while the County contributes the remaining 60% of the cost. Whether the County Commission will fund the capital replacment fund at the level identified by the CCC Administrative Board. Hawthorne, Micanopy, and LaCrosse do not have their own police department and rely on the Alachua County Sheriff's Office for law enforcement. The County Commission currently pays the cost to dispatch to these cities. If the cities opted into the MSTU Law Enforcement like Archer and Newberry, some of the cost of dispatch, similar to the cost of ASO patrol, would be offset by the revenues generated by the Law Enforcement MSTU inside the cities respective city limit. The City of Alachua has its own police department and dispatch center however, if they desired to participate, the cost would be split 40% City of Alachua and 60% County.

Fiscal Recommendation

.

Fiscal Alternative(s)

Provide direction

Funding Sources

N/A

Account Code(s)

N/A

Attachment: CCC_Interlocal_amendment.pdf

CITY OF GAINESVILLE
every path starts with passion
FLORIDA

Office of the City Manager
PO Box 490, Station 6
Gainesville, FL 32602-0490
(352) 334-5010
(352) 334-3119 (fax)
www.cityofgainesville.org

July 18, 2011

Richelle Sucara
Deputy County Manager
Alachua County Florida
12 Southeast 1st Street
Gainesville, FL 32601

JUL 20 2011
COUNTY MANAGER

Richelle,

The City Commission approved the First Amendment to Interlocal Agreement Between the City of Gainesville, Alachua County Sheriff and Alachua County for a Combined Communication Center at the July 7, 2011 City Commission meeting.

Please sign all three originals, retain one copy for your records, one copy for the Sheriff's Office, and return the other to the attention of Paul Folkers at the above address.

Thank you for your attention to this matter.

Sincerely,

Paul Folkers
Assistant City Manager

PF:ddf

Enclosure

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF GAINESVILLE, THE ALACHUA COUNTY SHERIFF AND ALACHUA COUNTY FOR A COMBINED COMMUNICATIONS CENTER

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT, made and entered into this 23rd day of August, 2011, by and between the City of Gainesville, a Florida municipal corporation, hereinafter referred to as the "City," the Alachua County Sheriff, a constitutional officer of Alachua County, hereinafter referred to as the "Sheriff," and 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;"

WITNESSETH:

WHEREAS, on May 12, 2009, the parties entered into an Interlocal Agreement for a Combined Communications Center; and

WHEREAS, the parties now wish to amend the Agreement to incorporate a funding mechanism for a capital equipment replacement schedule; and

WHEREAS, the parties also wish to amend the Agreement to more effectively coordinate county-wide public safety communications;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the receipt of which is hereby acknowledged, the City, the Sheriff and the County agree as follows:

Section 1. SECTION 3., **FINANCING PLAN,** subsection B., **Apportionment of Costs,** is amended in its entirety to read:

B. Apportionment of Costs. The annual operating costs of the Combined Communications Center shall be apportioned among the users based on the number of calls for service assigned to each agency. No payment for the costs of acquiring land or constructing the

Combined Communications Center shall be included in the operational costs calculation. Allocation of costs for any equipment not included in the Sheriff's budget request for the Center shall be included in the operational cost calculation as further detailed in paragraph 3C. All funds remitted to the Sheriff for the Combined Communications Center will be deposited into an interest bearing account.

Each year of this agreement, the County shall invoice the City on a monthly basis as follows:

City of Gainesville's % of calls for service for the month two months immediately prior to the billing date X operating budget divided by 12. For example, August calls for service will be used to prepare the October billing, September calls will be used to prepare the November billing, and so forth. A total of twelve (12) invoices shall be prepared using this information.

The final amount due to/from the City for the fiscal year shall be calculated and a statement of the final amount due to/from the City for the fiscal year should be presented to the City by November 15 as follows:

City of Gainesville's % of the entire fiscal year's calls for service X actual entire fiscal year expenditures minus amounts billed for the fiscal year. This thirteenth invoice shall be the final invoice of the year.

By October 31 each year the Sheriff shall provide 1) an accounting of the Center's actual expenditures for the prior year; and 2) the prior year's calls for service by user agency to the County's Office of Management and Budget (OMB), with a copy to the Clerk of the Court/Finance and Accounting. The County's Office of Management and Budget (OMB) shall calculate the amount due from/to the City for the prior year based on the information received from the Sheriff. No later than November 15 of each year, the Clerk shall submit a final invoice to the City for the prior year, or remit reimbursement to the City for any amount overpaid based on the calculation furnished by the County's Office of Management and Budget (OMB). Payments due from either party are preferably paid via electronic funds transfer and all payments shall be paid within thirty days of receiving the invoice.

The Sheriff shall submit a monthly report of actual Center expenditures and actual calls for service to the City and the County.

The Sheriff is authorized to enter into interlocal agreements with municipalities within Alachua County who meet the definition of a "small user" to provide Combined Communication Center call taking and dispatch services. The interlocal shall include an agreement to pay the Board of County Commissioners for the cost of services as provided by the small user formula. A small user is defined as a municipality with a population of less than 6,000 as verified on October 1 of each fiscal year using the University of Florida's Bureau of Business and Economic Research (BBER) and shall not require additional funding for the Center. The Sheriff may renew these agreements annually provided that the municipality continues to meet the definition of a small user. The Sheriff shall place the executed interlocal agreement on the agenda of the Executive Board as an informational item. Municipalities that do not meet the definition of a small user shall be required to make a request of the Executive Board of their desire to receive services from the center. The requesting municipality shall agree to terms and conditions, including payment for such services through an interlocal agreement with the Sheriff, the City of Gainesville and the Alachua County Board of County Commissioners.

For purposes of apportionment of costs, there shall be two tiers of small users. Municipalities with a population less than 2,000 shall be charged 20% as described below. The County agrees to fund the remaining 80% of the cost of a call for service for this tier of small user with no concomitant reduction to the Combined Communications Center budget. Municipalities with a population less than 6,000 but more than 1,999 shall be charged 60% as described below. The County agrees to fund the remaining 40% of the cost of a call for service

for this tier of small user with no concomitant reduction to the Combined Communications Center budget.

For the purposes of determining the monthly amount billed to the "small user", the small user estimated cost of a call for service shall equal the total operating budget for the current fiscal year divided by the total calls for service of the preceding fiscal year X 20% or 60% based on the appropriate small user tier. The municipality shall be invoiced monthly by the Alachua County Clerk of the Court's Office of Finance and Accounting as follows:

The small user's number of calls for the month that was two months immediately prior to the billing date X small user estimated cost of a call for service (as defined above). For example, August calls for service will be used to prepare the October billing. A total of twelve (12) invoices shall be prepared using this information.

The final amount due to/from the small user for the fiscal year shall be calculated and a statement of the final amount due to/from the small user for the fiscal year should be presented to the small user by November 15 as follows:

The small user's number of calls for service for the entire fiscal year X the actual small user cost of a call for service. The actual small user cost of a call for service equals the current fiscal year total actual expenditures divided by the current fiscal year total calls for service X 20% or 60% based on the appropriate small user tier. The thirteenth invoice shall be the final invoice of the year.

The apportionment of costs shall be based on the definition of "calls for service." The allocation of operational costs, including capital equipment and debt service not included in the operational costs, shall be apportioned based upon the guidelines established in paragraphs 3B

and 3C. The Sheriff shall submit a monthly report of actual Center expenditures and actual calls for service to the municipality.

Section 2. SECTION 3., **FINANCING PLAN,** subsection C., **Captial Equipment and Debt Service,** is amended in its entirety to read:

C. Capital Equipment and Debt Service. The City agrees to pay to the County its allocated portion of any debt service or loan repayment for the initial equipment purchased for the Center. This debt service or loan repayment amount shall be apportioned according to the formula detailed in paragraph 3B of this agreement. If the County purchases rather than finances such equipment, the definition of "debt service" shall include the annual depreciation (straight line method, no salvage value) calculated for the capital purchase. If the County leases the equipment, the annual lease amount shall be apportioned according to the formula detailed in paragraph 3B of this agreement.

Small, ongoing equipment purchases with a cost of less than $1,000 will be included in the Sheriff's budget request for the Center. No depreciation will be allocated to the city for these items.

Capital Replacement Schedule and Funding. For purposes of this Agreement, capital equipment is defined as those items with a useful life of more than one year and a unit or functional unit cost of $1000 or more.

1. The Sheriff will include the required annual contribution as a line item in the CCC budget to be deposited into an ongoing restricted CCC replacement fund to be managed by the Board of County Commissioners.

2. At the end of each fiscal year, the Center's unexpended budget dollars shall be remitted to the Board of County Commissioners in accordance with section 30.50(6) F.S. to be deposited into an ongoing restricted CCC capital equipment replacement fund to be managed by the Board of County Commissioners. This amount will be used to offset the annual contribution request.
3. These funds shall be used to purchase capital equipment identified through an established replacement schedule as approved by the CCC Administrative Board.
4. CCC management shall develop an amortized equipment replacement schedule for the life expectancy of each item listed. The replacement schedule shall be presented annually to the CCC Administrative Board during the budget development process.
5. Under emergency or exigent circumstances, the Sheriff may purchase items not scheduled for replacement in the given year at her sole discretion, so long as those items are covered by the equipment replacement fund schedule. Purchases made by the Sheriff under emergency or exigent circumstances shall be presented to the Administrative Board at their next scheduled meeting.

SAVE AND EXCEPT as expressly amended herein, all other terms and provisions of the original Interlocal Agreement dated May 12, 2009 shall be and remain in full force and effect.

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

ALACHUA COUNTY

By: _____
Lee Pinkoson, Chairman
Board of County Commissioners

ATTEST:

_____
J.K. "Buddy" Irby; Clerk

APPROVED AS TO FORM:

_____
Alachua County Attorney

CITY OF GAINESVILLE

By: _____
Craig Lowe, Mayor
Gainesville City Commission

ATTEST:

_____
Kurt Lannon, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Gainesville City Attorney

ALACHUA COUNTY SHERIFF

Sadie Darnell, Sheriff 5/27/14

ATTEST:

_____

Witnesses as to Sheriff Darnell

APPROVED AS TO FORM:

Sheriff's General Counsel

August 23, 2011 Regular BoCC Meeting
Agenda Item #34

Title
Prison Health Services, Inc. to renew the Inmate Medical Care Claims Agreement (Amended)

Amount
N/A

Description
Request Approval of the Second Amendment with Prison Health Services, Inc.(PHS) to renew the Inmate Medical Care Claims Agreement

Recommendation
Approve the Second Amendment with Prison Health Services, Inc. to renew the Inmate Medical Care Claims Agreement

Alternative(s)
Do not approve and direct staff

Requested By
Ron Akins

Originating Department
Administrative Services

Attachment(s) Description
Second Amendment to the Prison Health Services, Inc.(PHS) Inmate Medical Care Claims Agreement

Documents Requiring Action
Second Amendment to the Prison Health Services, Inc.(PHS) Inmate Medical Care Claims Agreement

Executive Summary
Staff is requesting a second amendment to the original Inmate Medical Care Claims Agreement to renew the agreement for 3 successive years.

Background
Currently the County pays PHS 2.5% of all claims managed and paid. This will equate to approximately $56,250 for FY12 based on budgeted expenses for indigent inmate medical care provided outside of the Jail infirmary. At the September 28, 2010 BoCC meeting, the Board approved the first amendment to the PHS Inmate Medical Care Claims Agreement. This first amendment compensates PHS 2.5% of all claims managed and paid for indigent inmates who required medical care outside of the Jail infirmary. This will equate to approximately $56,250 for FY12. At the July 11, 2006 BoCC meeting, the Board approve a contract with Prison Health Services, Inc. (PHS), to (1) manage outside medical care provided to persons ill or injured when arrested in Alachua County and taken to the hospital before booking into the Jail and (2) pay medical providers for their claims for the costs of such care. Paid claims are reconciled with the County on a monthly basis and the County reimburses PHS for its payments. PHS became the Sheriff's vendor for inmate medical care on January 1, 2006. PHS has also agreed to manage and pay claims for outside care for indigent arrestees (also called "detainees"), similar to a third-party administrator, according to the terms of the original contract. PHS has the experience and expertise and is ideally positioned to provide this service economically; its location at the Jail provides easy access to inmates with "prior to booking" claims in order to follow up on the appropriateness

of care and the inmate's ability to pay. Frequent reconciliation of paid claims with County staff will assist in keeping these costs to the County as low as possible while meeting our statutory responsibility for paying providers of medical care to indigent arrestees. The original contract states: A. PHS agrees to be responsible to the County for the clinical management of medical treatment for detainees or arrestees ill or injured at or during the time of arrest in Alachua County, as defined in Section 901.35, Florida Statutes. This includes medical transport and emergency, in-patient and out-patient medical treatment and care for injuries suffered during the arresting process, until the detainee is booked into the custody of the Jail. B. PHS also agrees to process and pay claims related to these detainee health care services.

Issues
Failure to approve would require the County to seek other vendors to provide the medical claim services

Fiscal Recommendation
Approve the Second Amendment with Prison Health Services, Inc.(PHS) to renew the Inmate Medical Care Claims Agreement

Fiscal Alternative(s)
Do not approve

Funding Sources
General Fund - Special Expense

Account Code(s)
001-0490-529.31-60

Attachment: Prison Health 2nd Amend Final.pdf

SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
FOR PRISON HEALTH SERVICES, INC.

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 23rd 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 "County", and **Prison Health Services, Inc.**, hereinafter referred to as "PHS".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated July 11, 2006 and entered into a first amendment dated September 28, 2010 for the provision of compensation for inmate medical claims management and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend Agreement dated July 11, 2006 as follows:

A. SECTION #6 of the Agreement is amended in its entirety to read: "This agreement will be effective as of October 1, 2011. This agreement will be renewable annually for 3 years unless sooner terminated and will renew automatically during that period unless sooner terminated in accordance with the termination provisions specified hereunder."

B. This second amendment shall take effect upon expiration of the original agreement at the terms and specifications contained therein.

This second amendment shall take effect upon the date of execution by the parties under the terms and specifications contained in the Agreement currently in effect.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement dated July 11, 2006, as amended, between the parties, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement 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

PRISON HEALTH SERVICES, INC.

ATTEST (By Corporate Officer)

By: _____
Print: James Sprouse
Title: VP & Treasurer

By: _____
Print: Rodney D. Holliman
Title: PRESIDENT, COMMUNITY CORRECTIONS

Date: 7/22/2011

APPROVED AS TO FORM
by LEGAL DEPT.

_____

August 23, 2011 Regular BoCC Meeting
Agenda Item #35

Title
Peter R. Brown Construction, Inc. to provide Jail Window and Frame Replacement at the Alachua County Jail. (Amended)

Amount
N/A

Description
Request Approval of Amendment 1 which outlines changes in priority and work required in Phase I of the Jail Window and Frame Replacement Project Agreement

Recommendation
Approve Amendment 1 to Agreement with Peter R. Brown Construction, Inc. for the Jail Window and Frame Replacement Project

Alternative(s)
Do not authorize and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
First Amendment to Agreement with Peter R. Brown Construction, Inc (2 originals)

Documents Requiring Action
First Amendment to Agreement with Peter R. Brown Construction, Inc.

Executive Summary
To document changes in priority of housing units as requested by Security Staff and to document changes in the work required to produce a safe and secure situation with the windows at the Alachua County Jail. This Amendment modifies the Agreement signed on March 2, 2011 to indicate the new priorities for window replacement by Jail Security and the additional work required to accomplish this work in Phase 1. There will be no additional cost or increase in time by this Amendment.

Background
On March 2, 2011 the Board of County Commissioners approved the Agreement to proceed with Phase 1 of the Alachua County Jail Window and Frame Replacement Project. At that time Inmate Housing Zones A & H were considered the priority areas needing window and frame replacement.Due to changes in organization and inmate population the priorities for replacement of windows and frames have changed from Zones A & H to Zones D, H and A. This Amendment outlines those changes requested by Jail Security and the additional work required to accomplish them.

Issues
Failure to approve will result in a delay in the completion of the project

Fiscal Recommendation
Budget Issue : no impact

Fiscal Alternative(s)
N/A

Funding Sources
Capital Improvement Program

Account Code(s)
300-3261-523.46-20

Attachment: Brown 1st Amend 1st Amend Final.pdf

FIRST AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
PETER R. BROWN, CONSTRUCTION, INC. TO PROVIDE JAIL WINDOW AND FRAME REPLACEMENT AT THE ALACHUA COUNTY JAIL.

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 23 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 "County", and Peter R. Brown Construction, Inc. hereinafter referred to as "Contractor".

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated March 2, 2011 for the provision of contractual services to provide Jail Window and Frame Replacement at the Alachua County Jail; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the original agreement dated March 2, 2011 as follows:

Attachment F: CLARIFICATIONS, ASSUMPTIONS, ALTERNATIVES . is amended to add the following:

1. **Phase 1 (All references to Phase 1 relate to the following):**

   4-E (Zone D)
   3-E (Zone D)
   2-E (Zone D)
   1-E (Zone D)
   3-D (Zone D)
   2-H (Zone H)
   3-H (Zone H)
   3-B (Zone A)
   2-B (Zone A)
   All Zones indicated in this revision can be performed for the current budget of $543,360.00

2. Changes to Work outlined in Plans and Specifications

The existing conditions at (Zone D) vary slightly from the conditions noted on the documents prepared by Strollo (Plans A-3.0 and Specifications Section 08581). These variations are normally addressed through this process of field verification and are being done as such. Since these frames were to be retrofitted frames, the amount of materials and labor specific to the retrofitting will have to be increase to ensure that the retrofit is done in a manner that allows for separate glazing panels with no gap between the mullions and the glazing. After evaluation of this in the field, and in accordance with the response to RFI #01 dated 4/13/11, all parties agree with the total replacement of frames at the (Zone D) areas stated above in lieu of retrofitting. These replacement frames will be of the same design as the replacement frames to be utilized in (Zone A). This can be done with no additional cost to the current contract of $543,360.00.

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is 9/5/11 per NTP #001 dated 3/17/11.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated March 2, 2011, shall be and remain in full force and effect.

This first amendment shall take effect upon execution by the parties hereto under the terms and specifications contained in the original agreement.

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

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

ATTEST:

J.K. Irby, Clerk

BY: _____
Lee Pinkoson, Chair

APPROVED AS TO FORM:

Alachua County Attorney's Office

PETER R. BROWN CONSTRUCTION, INC.

D Wells
Name
SENIOR VICE PRESIDENT
Title
DOUG WELLS
Print Name

Attest by Corporate Officer

Bradley R Will
Name
VICE PRESIDENT OPERATIONS
Title
BRADLEY R. WILL
Print Name

2011 MAY 9 PM 3 39

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address):* Alachua County Jail Window Replacement 3333 NE 39th Ave. Gainesville, Fl. 32609	**CHANGE ORDER NUMBER:** 001 **DATE:** 4/26/2011	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
TO CONTRACTOR *(Name and address):* Peter Brown Contracting Inc. 1424 Piedmont Drive East Tallahassee, FL 32309	**ARCHITECT'S PROJECT NUMBER:** **CONTRACT DATE:** April 01, 2011 **CONTRACT FOR:** General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Revised Scope of work as follows:
1. Phase 1A is as follows (nomenclature in parenthiesis is specific to the Strollo Drawings)
4-E (Zone D)
3-E (Zone D)
2-E (Zone D)
1-E (Zone D)
3-D (Zone D)
2-H (Zone H)
3-H (Zone H)
3-B (Zone A)
2-B (Zone A)
All Zones indicated in this revision can be performed for the current budget of $543,360.00

2. Zone D
The existing conditions at (Zone D) vary slightly from the conditions noted on the documents prepared by Strollo. These variations are normally addressed through this process of field verification and are being done as such. Since these frames are to be retrofitted frames, the amount of materials and labor specific to the retrofitting will have to increase to ensure that the retrofit is done in a manner that allows for separate glazing panels with no gap between the mullions and the glazing. After evaluation of this in the field, and in accordance with the response to RFI # 01 dated 4/13/11, all parties agree with the total replacement frames at the (Zone D) areas stated above in lieu of retrofitting. These replacement frames will be of the same design as the replacement frames to be utilized in (Zone A). This can be done with no additional cost to the current contract price of $543,360.00

The original Guaranteed Maximum Price was	$	543,360.00
The net change by previously authorized Change Orders	$	0.00
The Guaranteed Maximum Price prior to this Change Order was	$	543,360.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	$	0.00
The new Guaranteed Maximum Price including this Change Order will be	$	543,360.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is 9/5/11 per NTP #001 dated 3/17/11

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Strollo Architect **ARCHITECT** *(Firm name)*	Peter Brown Contracting Inc. **CONTRACTOR** *(Firm name)*	Alachua Board of County Commissioners **OWNER** *(Firm name)*
718 Virginia Drive , Orlando, Fl. 32803	1424 Piedmont Drive East, Tallahassee, FL 32309	PO Box 2877, Gainesville, Fl. 32609

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User Notes: (1650095468)

ADDRESS J. Pat Stroll	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
(Typed name)	*(Typed name)* Judy Mitchell	*(Typed name)*
DATE 4/29/11	DATE 4-28-11	DATE

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User Notes:
(1650095468)

August 23, 2011 Regular BoCC Meeting
Agenda Item #36

Title
Janitorial Services: Third Amendment to Agreement between Alachua County Board of County Commissioners and Coverall of North Central Florida Inc. for Janitorial Services at various County buildings (Amended)

Amount
$170,184.00

Description
Request Approval of the Third Amendment to the Agreement between Alachua County Board of County Commissioners and Coverall of North Central Florida, Inc. for Janitorial Services at various County buildings.

Recommendation
Approve the Third Amendment to the Agreement between Alachua County Board of County Commissioners and Coverall of North Central Florida, Inc. for Janitorial Services at various County buildings.

Alternative(s)
Do not approve and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Third Amendment to the Agreement between Alachua County Board of County Commissioners and Coverall of North Central Florida, Inc. for Janitorial Services (2 originals) Attachment A

Documents Requiring Action
Third Amendment to the Agreement between Alachua County Board of County Commissioners and Coverall of North Central Florida, Inc. for Janitorial Services at various County buildings.

Executive Summary
The current janitorial services agreement expires on September 30, 2011. This request is to extend the agreement for the period of October 1, 2011 through September 30, 2012.

Background
On March 11, 2008, the Board of County Commissioners approved the Finance Report and Agreement between Alachua County and Coverall of North Central Florida, Inc.. Janitorial Services by Coverall are provided for the following County buildings: Animal Services Complex, Administration Building, Community Support Services Bldg, Criminal Courthouse, Civil Courthouse and Public Defender's Office.

Issues
Janitorial and cleaning services are imperative to proper upkeep of County Facilities. The County does not have sufficient custodial and/or cleaning staff to provide all of the required services. Denial of this request would result in the above areas not

being cleaned and maintained at acceptable levels.

Fiscal Recommendation
Approve the Third Amendment to the Agreement between Alachua County Board of County Commissioners and Coverall of North Central Florida, Inc. for Janitorial Services

Fiscal Alternative(s)
Do not approve and provide staff with direction

Funding Sources
Administrative Services/Facilities Management General Fund

Account Code(s)
001-1812-519.34-11 and 001-1812-712.34-11

Attachment: Coverall 3rd Amend Final.pdf

THIRD AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
COVERALL OF NORTH CENTRAL FLORIDA INC. FOR JANITORIAL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into this 23rd 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 "County", and Coverall of North Central Florida Inc., hereinafter referred to as "Contractor":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated March 11, 2008; First Amendment dated September 22, 2009; Second Amendment dated September 28, 2010, for the provision of Janitorial Services; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the agreement dated March 11, 2008 as follows:

A. Section #1, Term of the original agreement is amended in its entirety to read:

The term of this Third Amendment is effective October 1, 2011 and continuing through September 30, 2012, unless earlier terminated as provided herein.

B. Section#2, Duties of the Contractor, is amended in its entirety to read:

A. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County: six (6) days per week at the Alachua County Animal Services Complex; three (3) days per week general housekeeping and vacuum two (2) times per week (Wednesdays and Fridays) at the County Administration Building located at 12 SE 1st Street; three (3) days per week general housekeeping and three (3) days per week toilets/break rooms at Civil Courthouse located at 201 E. University Avenue; three (3) days per week of general housekeeping and toilets/break rooms at Criminal Courthouse located at 220 S. Main Street; three (3) days per week of general housekeeping at Public Defenders Office located at 33 N. Main Street; three (3) days per week of general housekeeping and toilets/break rooms at Community Support Services Building including new addition. The County will stock dispensers in the Criminal Courthouse, Civil Courthouse and Administration Building. Eliminating trash collection at desks on Mondays in the Criminal Courthouse, Civil Courthouse and Administration Building.

Contractor will clean all courtrooms one (1) time per week (Friday). Contractor will clean judge's chambers three (3) times per week. Contractor assumes responsibility for 3rd and 4th floor recycle material pickup. Contractor will check concrete stairwells, and clean as needed. Contractor to vacuum wall-to-wall on (1) time per week, spot vacuum two (2) times per week; except one (1) time per week spot vacuum for the Administration Building. County to take over high dusting and ceiling vents; contractor to retain low dusting.

Contractor shall be responsible for all additional duties, obligations and requirements as provided in Attachment A.

C. Section #4, (a) and (b). Method of Payment, is amended in its entirety to read: For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

a. The Contractor shall be paid monthly for services provided at the Animal Services Complex $1,345; for the County Administration Building $3,328; for the Community Support Services Bldg $898; for the Criminal Courthouse $4,513; for the Civil Courthouse $3,103 and for the Public Defender's Bldg $995.

b. Warjohn, Inc. DBA as Coverall of North Central Florida Inc., will be paid a total monthly fee of $ 14,182. The contractor may accept and perform additional services and assignment of buildings not specified in this Agreement. A written quote and change order will be required prior to payment of services for additional services and/or assignment of buildings.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated March 11, 2008, as amended, between the parties, shall be and remain in full force and effect.

This Third Amendment shall take effect upon expiration of the original agreement at the terms and specifications contained therein.

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

ALACHUA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Lee Pinkoson, Chair

ATTEST:

By _____
J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

COVERALL OF NORTH CENTRAL FLORIDA, INC.

_____
Name REGIONAL DIRECTOR

Title

MAX KLUGMAN
Print Name

Attest (Corporate Officer)

_____
Name

_____
Title

_____
Print Name

***ATTACHMENT A* (September 2010)**

Janitorial Services

Alachua County Civil Courthouse

Alachua County Criminal Courthouse

Service frequency: 3 times per week

Section A - Daily Duties: 1.1

Restrooms – public and private, and Holding Cells 1.1.1

1.1.1.1 Sweep floors
1.1.1.2 Mop floors with disinfectant solution
1.1.1.3 Clean fixtures (toilets, urinals, sinks) with a non-abrasive cleaner/disinfectant solution.
1.1.1.4 Wipe and clean all bright metal.
1.1.1.5 Clean walls, partitions, doors and other vertical and horizontal surfaces.
1.1.1.6 Clean and polish mirrors.
1.1.1.7 Report maintenance problems to Facilities Management.
1.1.1.8 Holding Cells – when unoccupied and unlocked, holding cell areas she be cleaned, including disinfecting in and around urinals/toilets on regular service days. If any toilets or sinks are stopped up, Contractor shall use a plunger to attempt to clear drain lines.

Room Cleaning – includes break rooms, kitchens, lobbies, corridors, and entrance 1.1.2.

1.1.2.1. Empty trash receptacles and replace plastic liners in receptacles each service (except at desks – which will be performed Wednesday and Friday).
1.1.2.2 Clean vertical and horizontal surfaces.
1.1.2.3. Clean sinks.
1.1.2.4. Vacuum wall-to-wall one day; spot vacuum two (2) days at each courthouse and one (1) time at Administration Building.
1.1.2.5. Edge carpeting near baseboards and in areas not reached by vacuum.
1.1.2.6 Mop hard surface flooring. Remove spots. Report any spots that cannot be removed to Facilities Management.
1.1.2.7 Mop kitchen and /or break rooms' hard surface flooring with disinfectant solution, without streaking or leaving mop debris.
1.1.2.8. Clean glass entrance and exit doors, and glass panels.
1.1.2.9. Clean microwave tops and doors.
1.1.2..10 Vendor to move recyclable waste/trash to designated building location.

Elevators - doors, floors, and walls. 1.1.3

1.1.3.1 Clean hand prints and smudges on walls and doors.

1.1.3.2 Mop or vacuum floors.

Section B -Weekly Duties: 1.2

Room Cleaning – includes break rooms, kitchens, lobbies, corridors and entrance

1.2.1.1 Dust office fixtures (desks, credenzas, tables, chairs, etc.). If surface is glass, Formica or steel, use damp cloth, leaving surface non-streaked and non-greasy. Do not move papers or personal items. Dust around office machines and communications equipment based on accessibility.

1.2.1.2 Dust file cabinets and other horizontal surfaces including wall moldings.

Note: Above dusting is "low dusting." High dusting to be performed by Alachua County Facilities' personnel.

1.2.1.3 Clean glass partitions, bookcases and other office fixtures that are glass.

1.2.1.4 Report any spots found on floors, carpet, and hard flooring to Alachua County facilities management using the minor maintenance report form.

1.2.1.5 Vacuum/sweep all stairwells.

1.2.1.6 Clean cabinet doors in kitchen and break room.

Section C - Monthly Duties (first week of each month) 1.3

Room Cleaning – includes break rooms, kitchens, lobbies, corridors, and entrance 1.3.1

1.3.1.1 Dust Venetian blinds. Clean to remove spots.

1.3.1.2 Clean hand rails, post and all associated parts of stairwells.

1.3.1.3 For each floor drain, a minimum of one (1) gallon of fresh water to be poured down to flush out and reseal. To this fresh water, a small amount of deodorizer is to be added.

1.3.1.4 Clean hand rails, post and associated parts of stairwells.

Section D - Quarterly Duties 1.4

1.4.1 Vacuum and/or brush all upholstered furniture to remove accumulated dust and debris.

Section E - Semi-annual duties 1.5

1.5.1 Clean spots from walls, furnishings, chair pads and other hard floor surfaces. Report any spots that cannot be removed to Facilities Management us their minor maintenance form.

1.5.2 Scrub and clean all non-sealed restroom floors.

Section F – Annual Duties 1.6

1.61. The contractor shall provide interior window cleaning once per year in either April or May.

Miscellaneous Duties 1.7

1.7.1 All contractor personnel will be trained in fire and safety procedures, including the location of fire equipment and safety exits.

1.7.2 Report fires, hazardous conditions and items in need of repair.

1.7.3 Close windows; turn off lights and fans when not in use.

1.7.4 Turn in lost and found articles at the Lost & Found desk at the building.

1.7.5 Close doors and lock rooms in security areas after cleaning. Secure areas to be identified by the Facilities Manager.

1.7.6 Contractor shall alert cleaning personnel to exercise reasonable vigilance in implementing this policy and to notify the Facilities Manager of duty when an unauthorized or suspicious person is seen on the premises. Friends or family members are not allowed in building with cleaning personnel. Only personnel with Alachua County ID cards approved by Facilities Management are allowed in County buildings after closing to the public, or in secure areas of buildings that are cleaned during working hours.

1.7.7 Any mop water that is dumped down a floor drain will require a minimum of one (1) gallon of fresh water to be poured down said floor drain to flush it out. To this fresh water, a small amount of deodorizer shall be added.

1.7.8 **NOTE:** Any cleaning scheduled for Friday, with permission from Facilities Management, may be moved to Saturday or Sunday.

Supplies, Materials, Equipment and Utilities 1.8

Furnished by Alachua County 1.8.1

1.8.1.1 Electrical power at existing outlets for operation of equipment necessary to perform the work under this contract.

1.8.1.2 Hot and cold water as necessary.

1.8.1.3 All paper products needed for restrooms, kitchens and office areas. All cleaning chemicals needed to perform the work under this Agreement, including chemicals needed for seasonal cleanings.

1.8.1.4 Space in the building for the storage of bulk supplies furnished by the County and the contractor's equipment necessary to perform the work under this Agreement. The Contractor shall maintain this space in a neat and orderly condition. Alachua County will not be responsible in any way for the theft or damage to the Contractor's stored supplies, materials, replacement parts or equipment.

1.8.1.5 Janitor's closets, where available, at various points throughout the building, for storing equipment including mops, brooms, dust cloths, and other items. These closets and the stored equipments shall be kept clean and in an orderly manner by the Contractor.

1.8.1.6 Any equipment stored in janitor's closets that are the property of Alachua County will not be used by the Contractor to fulfill tasks under this Agreement without prior approval from Facilities Management.

Furnished by the Contractor 1.8.2

1.8.2.1 All personnel and equipment necessary to perform the work under this agreement unless otherwise specified by the Agreement. These items shall be of a quality to confirm to applicable industry standards and not cause damage to the property. The Contractor shall, upon written or electronic request by the County, supply to the Facilities Manager or his designated representative, a list giving the name of the manufacturer, the brand name and the intended use of items that are proposed to be used in the performance of the work. Contractor shall only use items that have been approved by the Facilities Manager, or his designated representative if such request is made.

1.8.2.2 All necessary cleaning equipment including industrial type vacuum cleaners, etc. necessary to perform the work under this Agreement. Such equipment shall be of the size and type customarily used in work of this kind. The Contractor shall provide appropriate equipment for office/break/kitchen trash removal to reduce the likelihood of floor damage due to dragging of trash bags. The equipment used to move trash in a County elevator must not cause any damage to said elevator.

1.8.2.3 The contractor shall provide a uniform for employees. An acceptable dress for employees can be a simple as a company T-shirt with company name and/or logo. The uniform will be worn at all times when performing service at County facilities.

COVERALL
HEALTH-BASED CLEANING SYSTEM™

Alachua County Facilities

SUMMARY

LOCATION	3 Times Per Week CURRENT BILLING	PROPOSED BILLING With revised services	MONTHLY COST REDUCTION
Administration Building	$3,550.00	$3,328.00	$222.00
Criminal Courthouse	$4,630.00	$4,513.00	$117.00
Civil Courthouse	$3,220.00	$3,103.00	$117.00
		TOTAL	$456.00

$456.00 savings per month times 12 months = $5,472.00 annual savings

** - Eliminate Monday vacuuming at Administration Building,

Alachua County to restock dispensers.

Coverall of North Central Florida
2228 NW 40th Terrace #A -- Gainesville, Fl 32605
Phone: 352-374-9669 ~ Fax: 352-374-9271
gainesville@coverallwarjon.com ~ www.coverall.com

August 23, 2011 Regular BoCC Meeting
Agenda Item #37

Title
Renewal with CCI Cabot Construction, Inc. for Job Order Contracting Services (Amended)

Amount
$50,000 min. to $500,000 max

Description
Request Approval of the Second Amendment to renew the Contract with CCI Cabot Construction, Inc. to provide Construction and Repair and Maintenance Services under the Job Order Contracting system.

Recommendation
Approve the Second Amendment to renew the Contract with CCI Cabot Construction, Inc. to provide Construction and Repair and Maintenance Services through Job Order Contracting.

Alternative(s)
Do not approve and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Second Amendment to renew the JOC Contract with CCI Cabot Construction, Inc. (2 originals)

Documents Requiring Action
Second Amendment to renew the JOC Contract with CCI Cabot Construction, Inc. to provide Construction and Repair & Maintenance Services through Job Order Contracting.

Executive Summary
That the Board approve the Second Amendment to renew the JOC Contract with CCI Cabot Construction, Inc. to provide Construction and Repair & Maintenance Services for Alachua County through a Job Order Contracting system to cover the period of October 1, 2011 through September 30, 2012.

Background
On June 8, 2010, the Board of County Commissioners approved the original contract for the period of June 8, 2010 through September 30, 2010. The contract has a four year extension period. The First Amendment was approved by the Board of County Commissioners on August 10, 2010. Job Order Contracting provides a highly efficient and effective method to reduce the backlog of upgrades, renovation, repair and maintenance projects in an aging fleet of County buildings while controlling costs and budgets. With an emphasis on partnering and team work between Owners and Contractors, JOC provides the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple simultaneous orders for renovation, rehabilitation and repair work for large facilities and infrastructures. Contractors are guaranteed $50,000 in construction costs not to exceed $100,000 or less per project for a total of $500,000.

Issues
If not approved, the Board will need to provide staff with direction.

Fiscal Recommendation
Funding through existing Capital Improvement Program (CIP)

Fiscal Alternative(s)
N/A

Funding Sources
Capital Improvement Program General

Account Code(s)
Task Based – various accounts

Attachment: CCi Cabot 2nd Amend JOC Final.pdf

2011 AUG 1 PM 1 50

SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
CCI CABOT CONSTRUCTION INC. FOR JOB ORDER CONSTRUCTION

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 23rd 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 "County", and CCI Cabot Construction, Inc., hereinafter referred to as "Contractor":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated June 8, 2010, for the provision of Job Order Construction**,** and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the original agreement, dated June 8, 2010, and a First Amendment, dated August 10, 2010 as follows:

SECTION: TERM OF CONTRACT, is amended in its entirety to read:

A. This second amendment to the agreement is effective beginning October 1, 2011 and continuing through September 30, 2012. The contract may be renewed, at the County's sole option, for up to three (3) consecutive years, beginning immediately after expiration of the prior term at the same terms and specifications as provided herein.

B. 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.

This Second Amendment shall take effect upon expiration of the original agreement at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated June 8, 2010, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST: (By Corporate Officer)

By: _____
Print: Tara D. Frazier
Title: Office Manager

CCI CABOT CONSTRUCTION, INC.

By: _____
Print: Pat Berry
Title: President

August 23, 2011 Regular BoCC Meeting
Agenda Item #38

Title
Janitorial Services: Fourth Amendment to the Agreement with All American Building Maintenance Services, Inc. for Janitorial Services. (Amended)

Amount
$106,380.00

Description
Request Approval for the Fourth Amendment to the Agreement between Alachua County Board of County Commissioners and All American Building Maintenance Services, Inc. for Janitorial Services in various County buildings.

Recommendation
Approve the Fourth Amendment to the Agreement between Alachua County Board of County Commissioners and All American Building Maintenance, Inc. for Janitorial Services in various County buildings

Alternative(s)
Do not approve the Fourth Amendment and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Fourth Amendment to the Agreement between Alachua County Board of County Commissioners and All American Building Maintenance, Inc. (2 originals)

Documents Requiring Action
Fourth Amendment to the Agreement between Alachua County Board of County Commissioners and All American Building Maintenance Services, Inc. for Janitorial Services

Executive Summary
On March 11, 2008 the Alachua County Board of County Commissioners approved an agreement with All American Building Maintenance, Inc. to provide janitorial services at various county facilities. The First Amendment was approved on February 4, 2008. The Second Amendment was approved on September 22, 2009. The Third Amendment was approved on August 24, 2010. The Fourth Amendment is to cover the period of October 1, 2011 through September 30, 2012.

Background
Facilities Management is requesting the County to enter into this second amendment to the agreement with All American Building Maintenance, Inc. to provide janitorial services at the following locations: Consolidated Communication Center located at 2620 Hawthorne Road; Sheriff's Headquarters located at 2621 SE Hawthorne Road; Tag Agency 34th Street located at 5801 NE 34th Street; Tag Agency Butler Plaza located at 3207 SW 35th Blvd.; Fire Rescue Headquarters located at 913 SE 5th Street and State Attorney's Office located at 120 W. University Avenue.

Issues
Janitorial and cleaning services are imperative to the proper upkeep of County facilities. The County does not have sufficient custodial and/or cleaning staff to provide all of the required services. Denial of this request would result in the above areas not being cleaned and maintained at acceptable levels.

Fiscal Recommendation
Approve the Fourth Amendment to the Agreement between Alachua County Board of County Commissioners and All American Building Maintenance, Inc.

Fiscal Alternative(s)
Do not approve the Fourth Amendment and provide staff with direction

Funding Sources
Administrative Service/Facilities – General Fund

Account Code(s)
001-1812-519.34-11 and 001-1812-712.34-11

Attachment: All American 4th Amend Final.pdf

FOURTH AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
ALL AMERICAN BUILDING MAINTENANCE SERVICES, INC.
FOR JANITORIAL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT, made and entered into this 23rd 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 "County", and All American Building Maintenance Services, Inc., hereinafter referred to as "Contractor":

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an agreement dated March 11, 2008, for the provision of janitorial services; and,

WHEREAS, the parties hereto previously entered into a First Amendment to the Agreement, dated February 4, 2009; Second Amendment to the Agreement dated September 22, 2009; Third Amendment to the Agreement dated August 24, 2010; and

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the original agreement, signed on March 11, 2008, as follows:

A. Section #1. Term is amended in its entirety to read:

> This Amendment is effective beginning October 1, 2011 and continuing through September 30, 2012 unless earlier terminated as provided 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.

B. Section #2. Duties of the Contractor, is amended in its entirety to read:

A. The contractor shall have and perform the following duties, obligations, and responsibilities to the County: three (3) days per week general housekeeping and four (4) days per week toilets/break rooms at Consolidated Communication Center located at 2620 Hawthorne Road; three (3) days per week of general housekeeping and toilets/break rooms at Sheriffs Headquarters located at 2621 SE Hawthorne Road; three (3) days per week of general housekeeping and toilets/break rooms at Tag Agency 34th Street located at 5801 NE 34th Street; two (2) days per week of general housekeeping and toilets/break rooms at Fire Rescue Headquarters located at 913 SE 5th Street; three (3) days per week of general housekeeping and five (5) days per week of toilets/break rooms at State Attorney located at 120 W. University Ave; three (3) days per week of general housekeeping and toilets/break rooms at Tag Agency Butler Plaza located at 3207 SW 35th Blvd.

C. Section #4. Method of Payment, is amended in its entirety to read:

A. The Contractor shall be paid monthly $1,684.00 for services provided at Consolidated Communication Center, $3,018.00 for services provided at the Sheriff's Headquarters, $766.00 Tag Agency 34th Street, $550.00 for services provided at the Fire Rescue Headquarters, $1,894.00 for services provided at the State Attorney's Building, $953.00 for services provided at the Tag Agency Butler Plaza.

All American Building Maintenance Services, Inc. will be paid a monthly fee of $ 8,865.00. The contractor may accept and perform additional services and assignment of buildings not specified in this Agreement. A written quote and change order will be required prior to payment of services for additional services and/or assignment of buildings.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, dated March 11, 2008, as amended, between the parties, shall be and remain in full force and effect.

This fourth amendment shall take effect upon expiration of the contract or amendment currently in effect under the terms and specifications contained therein.

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

ALACHUA COUNTY, FLORIDA

BY: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Alachua County Attorney's Office

ALL AMERICAN BUILDING MAINTENANCE SERVICES, INC.

_____
Name

PRES
Title

CLAIRE YAVORSKY
Print Name

Attest by Corporate Officer

_____
Name

_____
Title

_____
Print Name

August 23, 2011 Regular BoCC Meeting
Agenda Item #39

Title
Renewal with Charles Perry Partners Inc. for Job Order Contracting Services. (Amended)

Amount
$50,000 min. to $500,000 max

Description
Request Approval of the Second Amendment to renew the Contract with Charles Perry Partners Inc. to provide Construction and Repair and Maintenance Services under the Job Order Contracting system.

Recommendation
Approve the Second Amendment to renew the Contract with Charles Perry Partners Inc. to provide Construction and Repair and Maintenance Services through Job Order Contracting.

Alternative(s)
Do not approve and provide staff with direction

Requested By
Charlie R. Jackson

Originating Department
Administrative Services/Facilities Management

Attachment(s) Description
Second Amendment to renew the JOC Contract with Charles Perry Partners Inc. (2 originals)

Documents Requiring Action
Second Amendment to renew the JOC Contract with Charles Perry Partners Inc. to provide Construction and Repair & Maintenance Services through Job Order Contracting.

Executive Summary
That the Board approve the Second Amendment to renew the JOC Contract with Charles Perry Partners Inc. to provide Construction and Repair & Maintenance Services for Alachua County through a Job Order Contracting system to cover the period of October 1, 2011 through September 30, 2012.

Background
On June 8, 2010, the Board of County Commissioners approved the original contract for the period of June 8, 2010 through September 30, 2010. The contract has a four year extension period. The First Amendment was approved by the Board of County Commissioners on August 10, 2010. Job Order Contracting provides a highly efficient and effective method to reduce the backlog of upgrades, renovation, repair and maintenance projects in an aging fleet of County buildings while controlling costs and budgets. With an emphasis on partnering and team work between Owners and Contractors, JOC provides the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple simultaneous orders for renovation, rehabilitation and repair work for large facilities and infrastructures. Contractors are guaranteed $50,000 in construction costs not to exceed $100,000 or less per project for a total of $500,000.

Issues
If not approved, the Board will need to provide staff with direction

Fiscal Recommendation
Funding through existing Capital Improvement Program (CIP)

Fiscal Alternative(s)
N/A

Funding Sources
Capital Improvement Program General

Account Code(s)
Task Based – various accounts

Attachment: Perry 2nd Amend JOC final.pdf

SECOND AMENDMENT TO AGREEMENT
BETWEEN ALACHUA COUNTY AND
CHARLES PERRY PARTNERS INC. FOR JOB ORDER CONSTRUCTION

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 23rd 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 "County", and Charles Perry Partners Inc. (formerly known as PPI/Charles Perry Construction LLC), hereinafter referred to as "Contractor":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated June 8, 2010, for the provision of Job Order Construction; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the original agreement, dated June 8, 2010, and a First Amendment, dated August 24, 2010, as follows:

SECTION: TERM OF CONTRACT, is amended in its entirety to read:

A. This second amendment to the agreement is effective beginning October 1, 2011 and continuing through September 30, 2012. The contract may be renewed, at the County's sole option, for up to three (3) consecutive years, beginning immediately after expiration of the prior term at the same terms and specifications as provided herein.

B. 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.

This Second Amendment shall take effect upon expiration of the original agreement at the terms and specifications contained therein.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated June 8, 2010, shall be and remain in full force and effect.

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

ALACHUA COUNTY, FLORIDA

By:_____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By:_____
Print: Breck Weingart
Title: Chairman

CHARLES PERRY PARTNERS INC.

By:_____
Print: Dominic Scarpio
Title: President

August 23, 2011 Regular BoCC Meeting
Agenda Item #40

Title
Transfer a portion of Facilities Division's personal services budget to their operating budget for temporary staffing expenses related to the Alachua County Jail Capital Projects (Amended)

Amount
$45,000.00

Description
Request authorization to transfer a portion of Facilities Division's personal services budget to their operating budget for temporary staffing expenses related to the Alachua County Jail Capital Projects

Recommendation
Approve the budget amendment allowing transfer of $45,000 of Facilities Division's personal service budget to their operating budget for the use of temporary staff relating to the Alachua County Jail Capital Projects

Alternative(s)
Do not approve and direct staff

Requested By
Charlie Jackson

Originating Department
Administrative Services - Facilities

Attachment(s) Description
Budget Amendment

Documents Requiring Action
Budget Amendment

Executive Summary
At the October 12, 2010 Regular Board Meeting the Board approved a $150,000 increase in Personal Services to cover staffing and overtime related to the Jail Capital Projects. We have hired temporary staff to back-fill in several areas which is charged to the operating budget and not the personal services budget. The Facilities Division is requesting the transfer of a portion of the Facilities personal service budget to their operating budget to reimburse and hire temporary workers. These temporary workers have not been budgeted in Facilities FY11 operating budget.

Background
At the October 12, 2010 Regular Board Meeting, the board authorized a $150,000 increase in the Facilities Division personal service budget for the use of staff for Jail Energy Conservation, Jail Kitchen Renovation and the Jail Window Replacement Capital Projects. Approved capital projects at the Alachua County Jail include, the Jail Energy Conservation Project, Jail Kitchen Renovation and the Jail Window Replacement. These projects will require the County to use in-house staff to assist contractors with getting the work completed at the Jail. The use of Facilities in-house staff will be a cost savings to the County instead of using additional staff provided by the Sheriff's Office and or requiring the contractors to provide additional staffing. .

Issues
All General Fund personal service budget and any unencumbered operating budget will be returned to Fund Balance (General Fund). Staff will return to the Board in FY12 to request the unspent portion of the FY11increase be reallocated back to the Facilities personal service and operating budget for staffing related to the ongoing Jail Capital Projects.

Fiscal Recommendation
Approve budget amendment and allow the transfer between the personal services budget and the operating budget.

Fiscal Alternative(s)
Do not approve

Funding Sources
General Fund

Account Code(s)
001-1812-519.12-00 and 001-1812-519.31-70

Attachment: sal temp.pdf

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-235
GROUP NUMBER	6836
PERIOD/DATE	11/2011

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	General Fund	Administration Services	Regular Salaries	001 - 1812 - 519 . 12 - 00		(45,000)
2	General Fund	Administration Services	Professional Services	001 - 1812 - 519 . 31 - 70		45,000
3				- - . -		
4				- - . -		
5				- - . -		
6				- - . -		
7				- - . -		
8				- - . -		
9				- - . -		
10				- - . -		
11				- - . -		
12				- - . -		
13				- - . -		
14				- - . -		
15				- - . -		
16				- - . -		
17				- - . -		
18				- - . -		
19				- - . -		
20				- - . -		
21				- - . -		
22				- - . -		

USE WHOLE DOLLARS ONLY.

	0	0
COMBINED TOTAL		0

PERFORMANCE RESULTS: Move salaries to profesional services (temporay services) for staffing expenses related to Capital Projects located at the Alachua County Jail.

Ron Akins
PREPARED BY:

ANALYST

Betty M Baker 8-12-11
ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

RECEIVED
FINANCE & ACCOUNTING
CLERK OF CIRCUIT COURT
2011 AUG 29 AM 9 52

Updated by OMB November 2006

August 23, 2011 Regular BoCC Meeting
Agenda Item #41

Title
Kenworth of Central Florida: Finance Report and Purchase Order 111432 (Amended)

Amount
$123,475.00

Description
Request approval of the Finance Report and Purchase Order 111432 issued to Kenworth of Central Florida for the purchase of a 2011 Kenworth T800 Truck.

Recommendation
Approve the Finance Report and Purchase Order 111432, issued to Kenworth of Central Florida for the purchase of a T800 Truck.

Alternative(s)
That the Board reject the Finance Report and ths issuance of Purchase Order 111432

Requested By
Rick Hedrick

Originating Department
Public Works/Purchasing

Attachment(s) Description
Finance Report and Purchase Order

Documents Requiring Action
Finance Report and Purchase Order

Executive Summary
That the Board approve the Finance Report and Purchase Order 111432, in the amount of $123,475.00 to Kenworth of Central Florida, for the purchase of one (1) 2011 Kenworth T800 Truck (64,000 lb gvw Cab & Chassis, 4x6 Tandem Axle only, Low Boy Tractor) and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offfices & Local Governmental Agencies of the State of Florida: #10-18-0907.

Background
Purchase Order 111432 is to replace vehicle RD107 that has exceeded its life expectancy and was approved for replacement during the FY10/11 budget process. This tractor has reached its life expectancy in years and miles and is due for replacement.

Issues
By not replacing this tractor, the maintenance and repair costs will increase and Public Works Operations will be impacted due to excessive downtime of the excavator.

Fiscal Recommendation
Sufficient funds exist to cover the purchase order.

Fiscal Alternative(s)
n/a

Funding Sources
Vehicle Replacement - GAS TAX

Account Code(s)
508-0460-513.64-20

Attachment: 111432 FR.pdf
Attachment: 111432 PO.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

August 1, 2011

MEMORANDUM

To: Alachua County Board of County Commissioners

From: Betty M. Baker, Administrative Services Director

Larry M. Sapp, C.P.P.B. Purchasing Manager

Subject: **Finance Report**

Approve the issuance of the Purchase Order #111432 to Kenworth of Central Florida, the amount of $123,475.00, for the purchase of one (1) 2011 Kenworth T800 Truck (64,000 lb gvw Cab & Chassis, 4x6 Tandem Axle only, Low Boy Tractor) and authorize the Chair's signature. Prices, terms and conditions are per the Sheriff's Offices & Local Governmental Agencies of the State of Florida: #10-18-0907.

ADMINISTRATIVE RECOMMENDATION:

That the Board approve the issuance of the Purchase Order #111432 to Kenworth of Central Florida, in the amount of $123,475.00 and authorize the Chairperson to sign the Purchase Order.

APPROVED THIS 23 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

NO. 111432

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	
REQ. NUMBER	8/01/2011
BID NUMBER	0000056295
BUYER	
ACCOUNT NO.	DR KIGHT, CPM, CP
VENDOR NO.	50804605136420 1001811

VENDOR

VENDOR I.D. # ☐

KENWORTH OF CENTRAL FLORIDA
1800 N ORANGE BLOSSOM TR
ORLANDO FL 32804

SHIP TO

ALACHUA COUNTY
PUBLIC WORKS DEPARTMENT
5620 NW 120TH LANE
GAINESVILLE FL 32653

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1			2011 KENWORTH T800 TRUCK (64,000 LB GVW CAB & CHASSIS, 4x6 TANDEM AXLE ONLY, LOW BOY TRACTOR)	1.00	EA	123475.0000	123475.00
			SPECIFICATION: #48				
			COLOR: WHITE				
			DELIVER BY: 11.26.2011				
			VEHICLE REPLACEMENT: #RD107 PW OP				
						TOTAL	123475.00
			REMARKS:				
			DEPT CONTACT: Ray Griffin/Jo Graham @ P: 386-462-1975				
			VENDOR SHALL SUBMIT INVOICE TO THE FOLLOWING ADDRESS: ALACHUA COUNTY PUBLIC WORKS ATTN: FLEET MANAGEMENT PO BOX 1188 GAINESVILLE, FL 32602 PHONE: 386-462-1975 FAX: 386-418-0331				
			* * * * * NO DELIVERY ON FRIDAYS * * * * *				
			>> NOTE: REQUIRED VEHICLE/EQUIPMENT INFORMATION <<				

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 111432

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ORDER DATE	8/01/2011
REQ. NUMBER	0000056295
BID NUMBER	
BUYER	DR KIGHT, CPM, C
ACCOUNT NO.	50804605136420
VENDOR NO.	1001811

** CONTINUED **

VENDOR	SHIP TO
VENDOR I.D. # ☐ KENWORTH OF CENTRAL FLORIDA	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION

REMARKS:

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* All vehicle and equipment must be delivered to:*
* Alachua County Public Works Compound, Hague, FL*
* ATTN: Fleet Management, Jo Graham              *
* 5620 NW 120th Lane Gainesville, FL  32653      *
>>>>>>>>>>>>>>>>>>>>> PLUS <<<<<<<<<<<<<<<<<<<<<<
* Please contact Jo Graham at 386-462-1975,      *
* for correction information that needs to       *
* be completed on  all paper  work for the       *
* registration and title.                        *
**************************************************
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IN ACCORDANCE WITH PRICES, CONDITIONS AND SPECIFICATIONS OF THE SHERIFF'S OFFICES & LOCAL GOVERNMENTAL AGENCIES OF THE STATE OF FLORIDA: #10-09-0907 (VEHICLE/FR/FLEET EQUIP)
#10-18-0907 (VEHICLE)

FORD FIN CODE: 0F1
-EMAIL: nelson.eason@duvalford.com
GENERAL MOTORS FIN CODE: 917872

ATTACHMENT: QUOTE(S)

BILLING INSTRUCTIONS TO VENDOR:

1. ALL PRODUCTS ARE TO BE SHIPPED F.O.B. GAINESVILLE, INSIDE DELIVERY, UNLESS OTHERWISE NOTED.
2. THIS PURCHASE ORDER IS SUBJECT TO AND GOVERNED BY ALL TERMS AND CONDITIONS ON THE REVERSE HEREOF.
3. MAIL ALL INVOICES TO THE SHIP TO ADDRESS AS STATED ABOVE.
4. FLORIDA SALES TAX EXEMPTION NO. 85-8013937423C-9

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

August 23, 2011 Regular BoCC Meeting
Agenda Item #42

Title
Execute Option to purchase a Conservation Easement on the Lake Forest Creek - Smith Tract by Alachua County Forever. (Amended)

Amount
Acquisition $86,443. Annual stewardship $550

Description
Request for the Board of County Commissioners to execute the Option Contract to purchase a Conservation Easement on the Lake Forest Creek - Smith Tract and direct staff to complete due diligence and return to the Board for a final decision.

Recommendation
Execute the Option Contracts to purchase a Conservation Easement on the Lake Forest Creek - Smith Tract and direct staff to complete due diligence and return to the Board for a final decision.

Alternative(s)
The Board should not execute the Option Contract.

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 Lake Forest Creek-Smith Tract. Exhibit 2: Smith Site Evaluations. Exhibit 3: Project Assessment. Exhibit 4: Cost estimates.

Documents Requiring Action
Option Contract to purchase a Conservation Easement on the Lake Forest Creek-Smith Tract. (Exhibit 1) 2 COPIES.

Executive Summary
Staff requests that the Board of County Commissioners (BoCC) execute the Option Contracts to purchase a Conservation Easement the Lake Forest Creek-Smith Tract. This tract is adjacent to the Kincade and Tabone tract already under contract and serves to expand the conservation area in the neighborhood. Upon execution of the Option Contract, staff will perform the necessary due diligence including Title, Survey and Environmental Assessments. Within 90 days, staff will return to the BoCC at a properly noticed public hearing for final action on these acquisitions.

Background
The Land Conservation Board added the Smith Tract (Exhibit 2) to the Priority Pool on April 22, 2010 and the BoCC added it to their acquisition list on May 25, 2010. The tract is within the Lake Forest Creek Project (Exhibit 3) which generally encompasses the land between the City of Gainesville's Morningside Park south to Lake Forest Creek and east to Newnans Lake. The Smith tract is located approximately 1.5 miles east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. It is adjacent to the west boundary of the Kincade and Tabone parcel. The Smith property is composed mostly of uplands including sandhill, upland pine forest, upland mixed forest and a sinkhole. Prior to acquisition by the current

owner the property was long unburned and as a result most of the fire maintained natural communities had become invaded with off-site hardwoods such as laurel and water oaks. The current owner with the neighbor to the east has started an active restoration program involving mechanical and chemical treatment of off-site hardwoods, re-introduction of fire and planting species that will carry fire (grasses and longleaf pine). The sandhill and upland pine communities that have undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in poor condition. The condition of the fire-type communities has improved in the last four years. The upland mixed forest is in good condition. The sinkhole is in fair to good condition, though it has been excavated and perhaps enlarged in the past. The modification does not appear to have affected the function or ecological value of the sinkhole, though it is unknown if the sinkhole held water more frequently prior to modification than it does currently. No invasive plants were noted during the visit. Access is via an unpaved, private road, SE 8th Avenue. The Lake Forest Creek Project Area falls within the Plan East Gainesville Project Area. The Plan East Gainesville-Final Report represents "a comprehensive economic revitalization plan that achieves a balance of environmental preservation with land development and improved transportation mobility" (page 2). The Report summarizes the Land Conservation Plan by the following paragraph, "Complementing the land use plan is a Land Conservation Element that establishes priorities for the preservation and protection of natural lands and enhancement of the area's unique natural resources. The land conservation plan has two primary objectives: 1) preserve and protect natural resources for the enjoyment of future generations, and 2) improve the visibility and access to those resources through amenities that enhance the appreciation and perception of the Eastside, and provide for improved connectivity between neighborhoods and commercial or economic centers. This is accomplished through the creation of a greenway network that restores waterways to improve water quality and provides for multi-use trails that connect community facilities and neighborhoods" (page 45). The Lake Forest Creek Greenway is within the Lake Forest Creek project area and is considered to be a priority in the plan. The County is offering to purchase the 30-acre Easement for $63,750 (about $2,125 per acre). The remaining $22,693 are the estimated costs of due diligence. The Easement grantors 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
None apparanent. If any materialize during the due diligence, they will be addressed or disclosed to the BoCC at a subsequent meeting before Option is Exercised.

Fiscal Recommendation
Acquisition $86,443. Annual stewardship $550.

Fiscal Alternative(s)
No additional expenditures.

Funding Sources
Wild Spaces and Public Places Surtax proceeds

Account Code(s)
Funds 302-5576.

Attachment: Exhibit 1 Smith Option for Sale Final.pdf
Attachment: Exhibit 3 Lake Forest Creek.pdf
Attachment: Exhibit 2 SmithEvaluation.pdf
Attachment: Exhibit 4 Smith Cost Estimates.pdf

OPTION AGREEMENT FOR SALE AND PURCHASE

WHEREAS, ERICK D. SMITH, a single man, whose address is P.O. Box 12417, Gainesville, Florida 32604, is the owner in fee simple absolute of certain lands in Alachua County, Florida, as more particularly described below; and

WHEREAS, the owner intends 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 owner further intends, as owner of the property described in this Option Agreement, to convey to Alachua County the right to preserve and protect the conservation values of the referenced property in perpetuity; and

WHEREAS, Alachua County is authorized to acquire conservation easements for the purpose of protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological or cultural significance; and

WHEREAS, Alachua County desires to honor the intentions of the owners to preserve and protect in perpetuity the conservation values of the property for the benefit of this generation, the generations to come and the people of Alachua County, pursuant to section 704.06, Florida Statutes;

NOW, THEREFORE:

THIS AGREEMENT is made this 23rd day of August, 2011, between **ERICK D. SMITH,** a single man, whose address is P.O. Box 12417, Gainesville, Florida 32604, and whose representative is David Menet, Esquire, 3940 NW 16th Boulevard, Building B, Gainesville, Florida 32605-3502, as "Seller" and **ALACHUA COUNTY**, a charter county and political subdivision of Florida (the "County"), with an address at 12 S.E. 1st Street, Gainesville, FL 32602-2877, and its successors and assigns, as "Purchaser."

1. GRANT OF OPTION. Seller hereby grants to Purchaser and its successors and assigns the exclusive option to purchase a perpetual conservation easement (the "Easement") in the real property located in Alachua County, Florida, described in Exhibit "A" ("Property"), in accordance with the provisions of this Agreement. This Agreement becomes legally binding upon execution by the parties but exercise of the option is effective only if Purchaser gives written notice of exercise to Seller. The exercise of the option is subject to approval by the Alachua County Board of County Commissioners (the "Board") and is effective only if Purchaser gives written notice of exercise to the Seller. The Board's representative in all matters shall be the Alachua County Environmental Protection Department, 201 SE 2nd Avenue, Suite 201, Gainesville, Florida 32601 (the "County").

2. OPTION TERMS. The option payment is One Hundred Dollars ($100.00) ("Option Payment"), the receipt and sufficiency of which is hereby acknowledged by Seller. Seller agrees to provide Purchaser with a completed W-9 form, upon Seller's request, in order to enable Purchaser to issue any checks provided for hereunder. The option may be exercised during the period beginning with Purchaser's execution of this Agreement and ending 90 days thereafter ("Option Expiration Date"). In the event Purchaser's funds in the amount of the Final Purchase Price (as hereinafter defined in paragraph 3.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3. A. PURCHASE PRICE. The purchase price for the Easement is SIXTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 ($63,750.00) ("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 Property 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.

3. B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, Purchaser determines that the Initial Purchase Price exceeds the County Approved Value of the Property, the Initial Purchase Price will be reduced to the County Approved Value of the Property (herein the "Final Purchase Price"). If the Final Purchase Price is less than the Initial Purchase Price because of a reduction in the County Approved Value of the Property, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Purchaser of Seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from Purchaser of the Final Purchase Price. If Seller fails to give Purchaser a written notice of termination within the aforesaid time period from receipt of Purchaser's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Purchase Price.

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.).

4. B. HAZARDOUS MATERIALS. In the event that the environmental audit provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its

sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 2% of the Final Purchase Price as stated in paragraph 3., Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the easement, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, in the event that neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Seller shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by Purchaser, insuring marketable title to the Easement in the amount of the purchase price. Seller shall reimburse Purchaser for Purchaser's cost of the owner's title insurance policy referenced herein (limited to the title insurance premium, abstracting or search fee, title examination fee, and closing fee). Seller's reimbursement for title costs shall be offset against and deducted from the Final Purchase Price to be paid to Seller, or Seller's designated agent, at closing. If Seller defaults under this Agreement, Seller shall reimburse Purchaser for all costs incurred in obtaining the title insurance commitment. Purchaser's remedy for default under the provisions of this paragraph is cumulative to all other remedies available to Purchaser at law and in equity.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Any violation of federal, state or local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions shall be considered a title defect. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing any title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed to by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

Seller acknowledges that Paragraph 11 of the Declaration of Restrictions, Protective Covenants and Easements for Parcels A-F, Lake Forest-Lake Farms recorded in Plat Book 1873, Page 1487, Alachua County, contains certain drainage rights that are unacceptable title defects (the "Drainage Rights"). Seller represents and warrants that Seller shall resolve the Drainage Rights title defect to the Purchaser's satisfaction prior to the Option Expiration Date. Notwithstanding anything contained herein to the contrary, if Seller fails to resolve the Drainage Rights title defect prior to the Option Expiration Date, then Seller shall be in default and the provisions of paragraph 16. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a perpetual, enforceable conservation easement in substantially the same form as attached hereto as Exhibit "B", free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Easement, and the lien of ad valorem taxes for the year of closing that are not yet due and payable.

9. SUBORDINATION. If at the time of conveyance of the Easement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser and Seller elects to subordinate such encumbrances rather than satisfy them at closing, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument, in a form acceptable to Purchaser, 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".

10. B. BASELINE DOCUMENTATION. Purchaser shall prepare baseline documentation adequately documenting the condition of the Property at the date of closing. The cost of the baseline documentation shall be borne by Seller. If the form of conservation easement provides for use of a management plan, the management plan shall be prepared as a part of the baseline documentation and the cost therefore absorbed in the same manner the cost of the baseline documentation is absorbed.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the easement described in paragraph 8. of this Agreement and any other recordable instruments which the title company deems necessary to assure good and marketable title to the Conservation Easement.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are a lien against the Property. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of Seller.

13. CLOSING PLACE AND DATE. The closing shall be on or before 30 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental audit, or any other documents required to be provided or completed and executed by Seller, the closing shall occur either on the original closing date or within 20 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Purchaser or that have not been disclosed to Purchaser.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed $5,000 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b)

extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the benefit of the holder of the Conservation Easement over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Conservation Easement.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold harmless Purchaser from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. A memorandum giving notice of this Agreement may be recorded by Purchaser in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence with respect to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description

contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects that cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the easement described in paragraph 8. of this Agreement.

30. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. NONCASH CHARITABLE CONTRIBUTION. Notwithstanding anything in this Agreement to the contrary, it is understood between the parties that it is Seller's intent to claim a noncash charitable contribution to the County. Purchaser acknowledges that the Seller intends to claim a noncash charitable contribution to the County. Purchaser's acknowledgment, however, does not represent any concurrence in the Seller's claimed fair market value. Upon receipt of the Property, Purchaser agrees to complete Part IV of Internal Revenue Service form 8283 for Seller.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE AUGUST 31, 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: EMMA FLORES

Print Name: Pamela B. Johnson

SELLER

ERICK D. SMITH, a single man

Date signed by Seller: August 1st, 2011

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 1st day of August, 2011, by **ERICK D. SMITH**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

GINA M. HUNT
MY COMMISSION # DD 753463
EXPIRES: January 29, 2012
Bonded Thru Notary Public Underwriters

(NOTARY PUBLIC SEAL)

Notary Public

Gina M. Hunt
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD753463

My Commission Expires: 1/29/12

PURCHASER

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:

By: _____
Lee Pinkoson, Chairman

J.K. Irby, Clerk

Approved as to form:

_____
County Attorney

(SEAL)

EXHIBIT A TO OPTION AGREEMENT
LEGAL DESCRIPTION

Parcel D of LAKE FOREST, as more particularly described as follows:
A parcel of land which includes Lots 38, 39, 40, 38A, 39A, 40A, and that certain unnumbered lot in LAKE FOREST – LAKE FARMS subdivision, located south of Lots 36A through 40A, inclusive, all as per the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
Parcel D is more particularly described as follows:
The Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, and Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – LAKE FARMS according to the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
LESS AND EXCEPT:
Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – GAINESVILLE – LAKE FARMS, a subdivision as per plat thereof recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida AND the East ten (10) acres of an unnumbered lot in said plat, said unnumbered lot being more particularly described as the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, Alachua County, Florida, less any rights-of-way as per plat thereof.
Parcel Identification Number: 17899-001-000

EXHIBIT B TO THE OPTION AGREEMENT
CONSERVATION EASEMENT

This instrument prepared by and return to:
David Wagner, County Attorney
Alachua County
P.O. Box 2877
Gainesville, Florida 32602-2877

Project Name: Lake Forest Creek- Smith

DEED OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this _____ day of _____, 2011, by **Erick D. Smith**, whose address is P.O. Box 12417 Gainesville, FL 32604 ("Grantor"), in favor of **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877, ("Grantee").

The terms "Grantor" and "Grantee" shall include the singular and the plural, and the successors and assigns of Grantor and Grantee, and the provisions of this Conservation Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their successors and assigns.

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (hereinafter, the "Property"); and,

WHEREAS, the Property qualifies as "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems," as that phrase is used in Section 170(h)(4)(a)(ii) of the Internal Revenue Code; and

WHEREAS, Grantor and Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to Grantee of a perpetual Conservation Easement on, under, over, and across the Property, to conserve the Property's character, ecological integrity, hydrologic integrity, and geologic features and to protect the animal and plant populations on the Property; altogether known as the "Conservation Values" of the Property and further described below that make the Property unique and important to protect; and

WHEREAS, the Property is composed predominantly of uplands including sandhill, upland pine forest, and upland mixed forest; and wetlands. The Property serves as important habitat for the State-listed gopher tortoise, Eastern indigo snake, Sherman's fox squirrel and Florida mouse.

WHEREAS, the specific Conservation Values of the Property are documented in the "Baseline Documentation Report for the Smith Conservation Easement Tract in Alachua County, Florida", ("Baseline Documentation"), dated _____ which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant and which Baseline Documentation establishes the condition of the Property at the time of the grant as provided in Treasury Regulation Section 1.170A-14(g)(5). The Baseline Documentation shall be signed by Grantor and Grantee and shall be maintained on file with Grantor and also in the offices of the Alachua County Environmental Protection Department and is incorporated by this reference. A copy of the Baseline Documentation is available from the County department on request. Exhibit "B" contains a copy of a map of the Property as contained within the Baseline Documentation; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of those existing land use patterns that do not impair or interfere with those values; and

WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, and Section 170(h) of the Internal Revenue Code, to hold Conservation Easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become greatly more economically valuable than uses allowed by the terms of this Conservation Easement, or that neighboring properties may, in the future, be put entirely to uses that are not allowed by this Conservation Easement has been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity as defined herein; and

THEREFORE, to achieve these purposes, and in consideration of the sum of one hundred dollars ($100.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, but without intending the validity of this Conservation Easement to be dependent on the continuing existence of such laws, Grantor hereby voluntarily grants and conveys to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Conservation Easement").

ARTICLE I. DURATION OF CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is a Conservation Easement, runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF CONSERVATION EASEMENT

The purpose of this Conservation Easement ("Purpose") is to retain, maintain and enhance the wildlife, plants and natural communities of the Property in their natural, scenic, wooded condition by preserving in perpetuity the Conservation Values of the Property, as described above and as depicted in the Baseline Documentation, through land stewardship practices guided by the following principles

- Maintenance, enhancement and ecological restoration of native plant and wildlife habitat;
- Protection of unique and fragile natural areas and rare species habitats;
- Maintenance of the value of the resource in avoiding land fragmentation;
- Protection of open space and the scenic and other distinctive natural characteristics of the landscape;
- Control of soil erosion; and
- Protection of surface water quality and recharge to the Floridan Aquifer, wetlands, and riparian areas.

Grantor intends that this Conservation Easement will confine the use of the Property to such existing uses and to such future activities, as are consistent with the Purpose of this Conservation Easement.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the Purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

A. PROTECTION OF CONSERVATION VALUES
The right to enforce protection of the Conservation Values of the Property.

B. TRANSFER AND ASSIGNMENT
The right of Grantee to assign its rights and obligations under this Conservation Easement, but only to an organization that is, at the time of the assignment, both (i) a "qualified organization" as that term is defined in Section 170(h) of the Internal Revenue Code, and (ii) authorized to acquire and hold conservation easements under Section 704.06 of the Florida Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property so that the Purpose of this grant may continue to be carried out.

C. GRANTEE'S ACCESS AND MONITORING

The right of ingress and egress to the Property and to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. PROTECTION OF GRANTEE'S INTEREST

The right to prevent any activity on or use of the Property that is inconsistent with the Purpose or provisions of this Conservation Easement or the Conservation Easement Stewardship Plan, and to require Grantor's restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, at Grantor's cost.

E. PROTECTION OF NATURAL RESOURCES

The right to have the Property maintained as reflected in the Baseline Documentation, as the Property may develop through the forces of nature hereafter and subject only to the exercise of Grantor's reserved rights and the Rights Granted to the Grantee, as described in this Conservation Easement.

F. RIGHT OF FIRST REFUSAL.

Grantor hereby grants to Grantee a "Right of First Refusal" to purchase the Property, or any interest in the Property, which Grantor hereafter wishes to sell. Grantor shall notify Grantee in writing of Grantor's intent to accept an offer to sell the Property, or any interest in it, to a third party purchaser whose name and address shall be included in the notice. Grantee shall have one-hundred twenty (120) days from receipt of such notification within which to provide Grantee's written notice to Grantor of Grantee's intention to purchase the Property upon the same terms and conditions as said offer. If Grantee notifies the Grantor that Grantee has decided not to purchase the Property, or, in the event Grantee fails to notify Grantor, within one-hundred twenty (120) days, of its intent to purchase the Property, then Grantor may sell the Property to the person named in Grantor's notice. If Grantor does not sell the Property to said named person under the terms and conditions represented to Grantee, then Grantee shall have the same right of first refusal before Grantor may accept an offer from another purchaser. This right of first refusal shall apply to any voluntary or involuntary transfer of the Property to any other entity, including a devise by will or intestacy; however, this right of first refusal is not applicable to a transfer of Grantor's property by Grantor to Grantor's spouse, children, or grandchildren. The parties specifically intend that this right of first refusal shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, transferees, assigns and successors.

G. INDEMNIFICATION

The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from Grantor's use and ownership of or activities on the Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Property or arising out of any condition of the Property known to Grantor to the best of Grantor's knowledge.

ARTICLE IV. PROHIBITED, RESTRICTED AND PERMITTED USES

Grantor reserves to Grantor and to Grantor's personal representatives, successors, heirs and assigns, the right to engage in the following specific permitted uses of the Property, subject to the prohibitions and restrictions contained herein. Notwithstanding anything contained herein to the contrary, any activity on or use of the Property inconsistent with the Purpose is prohibited.

A. DEVELOPMENT RIGHTS AND SUBDIVISION

There shall be no division, partitioning, or subdivision in any manner of the Property, notwithstanding that the Protected Property may be the subject of an approved subdivision. A boundary line adjustment shall not be considered a division provided either: (i) each parcel affected by the boundary line adjustment is subject to a conservation easement granted to Grantee, which conservation easement contains terms and conditions at least as protective of the Conservation Values as the terms and conditions of this Conservation Easement, or (ii) advance written approval of the boundary line adjustment is obtained from Grantee.

All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as specifically reserved to Grantor in this Article are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

B. IMPROVEMENTS AND NEW CONSTRUCTION

i) Building Envelopes, Existing Structures, Single-Family Residential Dwelling and Appurtenant Structures.

The Property contains existing structures, as documented in the Baseline Documentation ("Existing Structures"), which may be used in their current locations and condition. The Existing Structures may be demolished and rebuilt, but only within in the Building Envelope described below. Rebuilding of the structures shall be in accordance with applicable law and Grantor shall provide Grantee 30 days prior notice to the commencement of demolition. The Existing Structures shall in no way be considered or utilized as residential structures, nor shall they be equipped with kitchen or bathroom facilities.

One (1) single-family residence ("New Residence") and associated appurtenant structures, including but not limited to cultivated gardens, pole barns, sheds, swimming pools and above and below ground storage tanks (collectively, the "Appurtenant Structures") may be constructed on the Property in accordance with the terms and conditions contained herein. The New Residence and Appurtenant Structures shall be located in one area consisting of four (4)

contiguous acres, the location of which shall be depicted on the Baseline Documentation (the "Building Envelope"). Construction of the New Residence and Appurtenant Structures shall be subject to the following covenants and restrictions: (a) prior to the commencement of any construction, Grantee's written approval must be obtained, with respect to the location of all improvements, including septic system, and construction methods and materials, provided however, such approval not being unreasonably withheld, (b) all construction shall be in strict conformity with all applicable local and state laws and requirements, (c) construction shall be accomplished with minimal removal of existing trees and canopy cover and shall be conducted in a manner that minimizes any impairment to the Conservation Values of the Property, (d) the septic system shall comply with the best technology reasonably available at the time for the purpose of minimizing any impact of the septic system to the Conservation Values, (e) stormwater runoff will be directed away from slopes and sited for maximum infiltration, and (f) all new structures, and excluding septic systems (described in IV.B(iii) below), shall be located at least 75 feet from any wetland areas, sinkholes or karst features.

All impervious surfaces located on the Property, including those existing on the date of this Easement, as itemized in the Baseline Documentation, shall not exceed a total footprint of 10,000 square feet.

Grantor shall have the right to create cultivated gardens, which shall be completely contained within the Building Envelope and shall be limited to no more than two (2) acres of the Building Envelope.

ii) Roads, Trails and Motorized Vehicles.

The existing access driveway into the Property, as identified in the Baseline Documentation may be transitioned into a firebreak/trail and abandoned as an access driveway. In the event that the above mentioned access driveway is converted to a firebreak or trail, Grantor shall have the right to construct and maintain one (1) new driveway to provide access to the New Residence and Appurtenant Structures, provided: (a) it be done in strict conformity with all applicable laws and requirements, (b) it be maintained at Grantor's sole expense, (c) construction shall be accomplished with minimal removal of existing trees and canopy cover and shall be conducted in a manner that minimizes any impairment of the Conservation Values of the Property, (d) it must not exceed 20 feet in width, (e) the materials utilized in the construction and maintenance of the road shall be permeable (e.g., crushed concrete) to allow adequate water/run-off percolation into the ground, (f) prior to the commencement of construction Grantee's written approval of the location of the new driveway, and construction methods and materials, must be obtained, with such approval not being unreasonably withheld, (g) is entirely contained in the Building Envelope, (h) is not longer than the existing access driveway that is to be abandoned; and (i) the new driveway does not significantly impact the Conservation Values of the Property.

Grantor shall have the right to open, maintain and utilize those trails that were open and utilized at one time, but are currently overgrown, and documented as such in the Baseline Documentation. Trails re-opened pursuant to the previous sentence may be re-opened only to the extent of their prior length and width and the surface of such trails may not be improved in any way.

No more than 1,000 linear feet of trails shall be permitted on the Property including the replacement access driveway referenced above. No other roads or trails may be constructed or created on the Property. Fire lines created for the sole purpose of prescribed fire management and habitat restoration of the Property, as described in V. G. below and in the Stewardship Plan, shall not constitute a violation of this general prohibition on new trails and roads. Notwithstanding anything contained herein, fire lines shall be no wider than ten (10) feet in width and trails shall be no wider than six (6) feet in width, without the prior written consent of Grantee, which consent shall lie within Grantee's sole discretion.

There shall be no operation of motorized vehicles except: (i) within the Building Envelope, or (ii) outside of the Building Envelope on established roads and firebreaks, or (iii) unless necessary to protect or enhance the Conservation Values, or (iv) for emergency purposes.

iii) 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 Property for the purpose of providing electrical, gas, water, sewer, or other utilities to for the sole purpose of serving the New Residence and Appurtenant Structures on the Property are permitted herein, and the right to grant easements over and under the Property for such limited purposes, is permitted subject to Grantee's prior written consent, which consent shall not be unreasonably withheld and provided that the impact of such installation and maintenance on the Conservation Values minimized to the greatest extent possible. Installation, maintenance, repair or improvement of a one (1) septic or other underground sanitary system, for the benefit of the New Residence and Appurtenant Structures, is permitted, provided such septic system is located at least 150 feet from any wetland areas, sinkholes or karst features. All other utilities are prohibited on the Property including, but not limited to, commercial cellular communication towers or structures.

iv) Signs.

Grantor or Grantee may erect and maintain reasonable non-commercial signs indicating the owner of the Property, the name of the Property, boundary markers, directional signs, regulatory signs, interpretative signs, and signs designating the Property as land under the protection of Grantee. Any signs erected pursuant to this provision shall conform to the nature and character of the Property.

C. WATER RESOURCES

Grantor may continue to operate, maintain and replace the existing, non-commercial, ground water well, located on the Property, incident to the permitted residential and agricultural uses on the Property. Grantor may elect to discontinue use of the existing ground water well and install, operate and maintain one (1) non-commercial ground water well within the Building Envelope to service the New Residence and Appurtenant Structures (the "New Well"), provided Grantor properly caps the existing groundwater well, according to approved guidelines prior to the installation of the New Well. Grantor shall provide Grantee 30 days prior notice to the abandonment of the existing groundwater well. The operation, maintenance, replacement and installation of the operational groundwater well shall be subject to legally required permits and regulations. Notwithstanding the right to construct and operate a ground water well, there shall

be no activities conducted on the Property that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Notwithstanding anything contained herein to the contrary, there shall be no commercial water wells on the Property.

D. COMMERCIAL ACTIVITY

Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity is prohibited. The parties agree that this paragraph shall prohibit the use of the Property for commercial recreational activities within the meaning of Section 2031(c)(8)(B) of the Internal Revenue Code.

E. AGRICULTURAL ACTIVITY

There shall be no agricultural use of the Property except as specifically provided in Articles IV(E) and IV(H).

Grantor shall be permitted to keep and house domesticated pets such as cats and dogs, and livestock (but not cattle or swine) within the Building Envelope. In addition, Grantor may grow fruits and vegetables within no more than two (2) acres of the Building Envelope. Provided all such uses shall not have an adverse impact on the Conservation Values of the Property and shall be carried out in accordance with the Conservation Easement Stewardship Plan.

Grantor shall not introduce, or allow the intentional introduction or propagation of non-native plant or animal species, including the above mentioned livestock, that in the sole discretion of Grantee may have an adverse impact on the Conservation Values of the Property.

Grantor shall to the greatest degree practical, as set forth in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Animal Species, as described in 68-5, F.A.C. and 379, F.S., and specifically listed as nonnative and regulated by the Florida Fish and Wildlife Conservation Commission as Conditional and Prohibited Nonnative Wildlife, or in an amended or successor list, or if that list is no longer maintained, in a similar list agreed to by the Grantor and Grantee.

Notwithstanding anything contained herein to the contrary, no agriculture or livestock shall be allowed within a 75-foot buffer around wetland areas, sinkholes and other karst features.

F. BIOCIDES AND FERTILIZER

There shall be no storage of, or application of, biocides (including, but not limited to, pesticides, insecticides, fungicides, rodenticides, and herbicides) on the Property, except:

i) these products may be stored and used in limited quantities on the Property in strict conformance with the manufacturer's instructions and to further the Purpose of this Easement;

ii) biocides may be used in a reasonable manner for conservation purposes with Grantee's prior written consent to control and eradicate Nuisance Exotic Plant Species as defined in Article IV, paragraph H, or for the removal of off-site native vegetation to restore natural communities as described in Article IV, paragraph G;

iii) biocides and fertilizer may be used in a reasonable manner in relation to the allowed agriculture use described in Article IV, paragraph E, and shall be applied in accordance with the product label and according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time; and

iv) for ordinary household purposes within the Building Envelope.

G. HABITAT RESTORATION

The Grantor shall retain and have the right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Conservation Easement Stewardship Plan approved by Grantee. Grantor retains the right to conduct controlled or prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

H. REMOVAL OF VEGETATION, TIMBER AND INTRODUCTION OF EXOTIC PLANTS

There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or harvesting or removal of timber except as follows: (a) to carry out the rights reserved in Article IV, paragraphs B, E, F and G, (b) with respect to trees or vegetation that are diseased, rotten, damaged, or fallen, or that are a safety or health hazard, (c) as is necessary to maintain existing roads and trails depicted in the Baseline Documentation, (d) for personal use, up to four (4) non-wetland tree species may be harvested per year, (e) to control and/or eradicate all Nuisance Exotic Plant Species as described below, or (f) to minimize shading of solar facilities that may be installed on the new structures provided: (i) Grantee's prior written consent is obtained, which consent shall not be unreasonably withheld, and (ii) provided that the impact of such installation and maintenance on the Conservation Values is limited to the minimum extent possible, and (iii) the removal of trees for this specific purpose is confined to the Building Envelope and no trees are removed for this specific purpose outside of the Building Envelope.

Notwithstanding anything contained in this Agreement to the contrary, timber harvesting in the natural wetlands and cutting or removing cypress from the Property is prohibited.

Grantor shall not, nor allow others to, introduce, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Weed List (62C-52, F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.), 5) listed in an amended or successor list to any of the above lists, and 6) a similar list contained in the Conservation Easement Stewardship Plan. The lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species". Grantor shall to the degree practical,

as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Property, together with the right of ingress and egress to the Property for the purpose of exercising such right. Under no circumstances, shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

I. RECREATIONAL USE OF PROPERTY

The right to observe, maintain and photograph the Property and use of the Property for non-commercial hiking, bicycle riding, horseback riding, hunting and fishing is expressly reserved, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Property or Grantee's rights, as stated in this Conservation Easement and are not inconsistent with the Purpose of this Conservation Easement.

J. MORTGAGE

The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Conservation Easement.

K. EXCLUSIVE USE

The right to exclusive use of the Property subject to the rights granted to Grantee in this Conservation Easement.

L. DUMPING

No soil, trash, liquid or solid waste or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

M. MINING

There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances.

N. ENDANGERED SPECIES

Actions or activities that may reasonably be expected to adversely affect threatened or endangered species are prohibited.

ARTICLE V. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose.

ARTICLE VI. GRANTEE'S REMEDIES

A. REMEDIES

If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. NO WAIVER

Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

C. WAIVER OF CERTAIN DEFENSES

Grantor hereby waives any defense of laches, estoppel, adverse possession or prescription.

D. ACTS BEYOND GRANTOR'S CONTROL

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. HOLD HARMLESS

Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article VIII, paragraphs B and C; and (3) the existence or administration of this Easement.

ARTICLE VII. CONSERVATION EASEMENT STEWARDSHIP PLAN

A Conservation Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies and management responsibilities, shall be developed and mutually agreed upon by the parties prior to execution and delivery of this Conservation Easement. The Conservation Easement Stewardship Plan shall reflect the Purpose and covenants of this Conservation Easement and nothing in the Conservation Easement Stewardship Plan shall conflict with the Purpose or any covenant of this Conservation Easement. The initial Conservation Easement Stewardship Plan shall be prepared by Grantor and approved in writing by Grantee prior to delivery and acceptance of this Conservation Easement. Grantor and Grantee shall meet on or before the anniversary of the date of the execution of this Conservation Easement each year to review the previous twelve (12) months of activity covered in the Conservation Easement Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. The Conservation Easement Stewardship Plan and future revisions thereto shall describe the desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

The Conservation Easement Stewardship Plan shall be amended, if necessary, by Grantor, every ten years, provided however, all amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Conservation Easement Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Conservation Easement Stewardship Plan to the extent necessary to insure that it fully and accurately reflects the provisions of this Conservation Easement. Should Grantee not respond to the submitted Conservation Easement Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties

fail to agree on a revised Conservation Easement Stewardship Plan, the then existing plan shall continue in effect.

ARTICLE VIII. MISCELLANEOUS

A. EMERGENCIES

The term "emergency" shall mean those situations that will have an immediate and irreparable adverse impact on the Purpose of this Conservation Easement or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

B. COSTS AND LIABILITIES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

C. TAXES

Grantor shall pay before delinquency all ad valorem or other taxes, fees, charges or assessments which may now or hereinafter be assessed or charged against the Property and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor reserves the right to contest taxes and assessments. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

D. GRANTOR'S GENERAL WARRANTY OF TITLE

Grantor hereby warrants that the Property is free from all encumbrances created by Grantor and agrees to defend Grantee's interest in the Property created by this Conservation Easement against the lawful claims of all persons whatsoever.

E. EXTINGUISHMENT

If circumstances arise in the future such as render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, in accordance with Article VIII, paragraph F. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses

allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

F. PROCEEDS

This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Article VIII, paragraph E, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by ____ which is the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant.

G. CONDEMNATION

If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee's share of condemnation proceeds recovered shall be determined by multiplying that amount received by the ratio set forth in Article VIII, paragraph F. Grantee shall use any proceeds received under the circumstances described in this paragraph G in a manner consistent with the conservation purposes exemplified by this grant.

H. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. All subsequent Grantors shall contact Grantee within twenty (20) days following transfer of fee title to the Property to schedule a meeting for the purposes of coordination and planning. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this Conservation Easement or limit its enforceability in any way.

I. SUCCESSORS

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

J. NON-MERGER

Grantor and Grantee agree that terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interest in the Property.

K. NOTICES

The Grantor shall notify the Grantee before undertaking any activity that may reasonably be expected to have an adverse impact on the Conservation Values. Such notice shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purpose of this Conservation Easement. The Grantee may permit the proposed activity only if the Grantee determines that such activity (i)

does not violate the Purpose of this Conservation Easement and (ii) either enhances or does not impair the Conservation Values. Notwithstanding the foregoing, the Grantee and the Grantor have no right or power to agree to any activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either sent by certified mail return receipt requested or sent by overnight courier to the parties as set forth herein, or to such other addresses such party may establish in writing to the other.

Notice to Grantor shall be sent to:
Erick D. Smith
P.O. Box 12417
Gainesville, FL 32604

Notice to Grantee shall be sent to:
Alachua County Board of County Commissioners,
Attn: Environmental Protection Department, Land Conservation Division
P.O. Box 2877 Gainesville, FL 32602-2877

Except as otherwise specifically provided herein, whenever a consent or approval is required from either Grantor or Grantee, the party seeking the consent or approval shall send a written request for such consent or approval to the other party as specified above and such other party shall respond to the request within sixty (60) business days of its receipt. Notwithstanding anything contained herein to the contrary, if any consent or approval is required from the Alachua County Board of County Commissioners or another Grantee government entity, Grantee shall have sixty (60) days following Grantee's duly noticed board meeting at which the item was duly noticed and acted upon. In the event that the consenting or approving party fails to respond within the sixty (60) business day period, its consent or approval shall be implied, provided, however, that no consent or approval shall be implied for any activity on the Property that is inconsistent with the Purpose of this Conservation Easement.

L. RECORDATION
Grantee shall record this instrument in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

M. NON-HOMESTEAD CERTIFICATION
Grantor hereby certifies that if a Grantor who is married signs this Conservation Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

N. AMENDMENTS
The terms and provisions of this Conservation Easement may be amended by the mutual consent of the parties hereto, provided that no such amendment shall be made that will adversely affect

the qualification of this Easement for the tax benefits available or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code. Any such amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall not result in any diminution of protection of the Conservation Values. Nothing herein shall require Grantee to agree to any amendment. No amendment shall be effective until executed with the formality of a deed and delivered..

O. CONTROLLING LAW
The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Conservation Easement.

P. LIBERAL CONSTRUCTION
Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Q. SEVERABILITY
If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

R. JOINT OBLIGATION
The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

S. TERMINATION OF RIGHTS AND OBLIGATIONS
A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

T. CAPTIONS
The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written.

Witnesses:

GRANTOR:

_____
Signature of first witness

_____
Erick D. Smith

_____
Printed name of first witness

_____
Signature of second witness

_____
Printed name of second witness

STATE OF _____)
)
COUNTY OF_____)

SWORN TO and subscribed before me this_____ day of _____, 2011, by **ERICK D. SMITH**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

_____
Notary Public

_____
(Printed, Typed or Stamped Name of Notary Public)
Commission No.:_____
My Commission Expires:_____

ALACHUA COUNTY, FLORIDA
By its Board of County Commissioners

By: _____

Lee Pinkoson, Chair

ATTEST:

Date: _____

By: _____
J.K. Irby, Clerk

Approved as to Form:

Attorney: _____

Date Executed: _____

(Seal)

EXHIBIT A TO CONSERVATION EASEMENT
LEGAL DESCRIPTION

Parcel D of LAKE FOREST, as more particularly described as follows:
A parcel of land which includes Lots 38, 39, 40, 38A, 39A, 40A, and that certain unnumbered lot in LAKE FOREST – LAKE FARMS subdivision, located south of Lots 36A through 40A, inclusive, all as per the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
Parcel D is more particularly described as follows:
The Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, and Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – LAKE FARMS according to the plat recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida.
LESS AND EXCEPT:
Lots 38, 39, 40, 38A, 39A, and 40A of LAKE FOREST – GAINESVILLE – LAKE FARMS, a subdivision as per plat thereof recorded in Plat Book "A", Page 152, Public Records of Alachua County, Florida AND the East ten (10) acres of an unnumbered lot in said plat, said unnumbered lot being more particularly described as the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 6, Township 10 South, Range 21 East, Alachua County, Florida, less any rights-of-way as per plat thereof.
Parcel Identification Number: 17899-001-000

EXHIBIT B TO THE CONSERVATION EASEMENT
BASELINE DOCUMENTATION REPORT
(to be attached prior to closing)

EXHIBIT C TO THE OPTION
ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority personally appeared ERICK D. SMITH, a single man, 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.

ERICK D. SMITH, a single man

STATE OF Florida)
)
COUNTY OF Alachua

SWORN TO and subscribed before me this 1st day of August, 2011, by **ERICK D. SMITH,** a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

GINA M. HUNT
MY COMMISSION # DD 753463
EXPIRES: January 29, 2012
Bonded Thru Notary Public Underwriters

(NOTARY PUBLIC SEAL)

Notary Public

Gina M. Hunt
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD 753463
My Commission Expires: 1/29/12

ADDENDUM NO. 1
DISCLOSURE STATEMENT
(INDIVIDUAL)

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the perpetual conservation easement on the Property are: (If "None", please write "None"-Do not leave blank)

Name	Address	Reason for Payment	Amount
None			

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of the Easement to Alachua County: **(If "None", please write "None"-Do not leave blank)**

Name and Address of Parties Involved	Date	Type of Transaction	Amount of Transaction
None			

ERICK D. SMITH, a single man

STATE OF Florida)
)
COUNTY OF Alachua)

SWORN TO and subscribed before me this 15 day of August, 2011, by **ERICK D. SMITH**, a single man. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[✓] produced a current driver license(s).
[ ] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Gina M Hunt
Notary Public
Gina M. Hunt
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: DD753463
My Commission Expires: 1/29/12

Lake Forest Creek
Lake Forest Preserve (Smith)
4/12/2010

Project Score:	**6.27 of 10.00**	
Inspection Date:	4/1/2010	
Size:	30 acres	
Parcel Numbers:	17899-001-000	30 acres
S-T-R:	6-10-21	
Buildings:	0 (1)	
Just Value:	$31,800	$1060/acre

Total Value	$31,800	$1060/acre
Natural Communities:		
Sandhill	Good - Poor	
Upland mixed forest	Good	
Upland Pine	Good - Poor	
Sinkhole (modified/disturbed)	Good	

REPA Score: 7.42 of 9.44

KBN Score: East Side Greenway 14th of 47 projects

Overall Description:

The Smith parcel is located approximately 1 mile east of SE 43rd Street and north of SE 8th Avenue, generally northeast of Eastside High School. The east boundary of the Smith parcel lies adjacent to the Kincaide and Tabone parcel, which is immediately west of the former Dilcher parcel (now owned by Kincaide and Tabone). These parcels are referred to as the Lake Forest Preserve by the owners and ~131 acres are now in 2 ownerships. The Smith parcel is connected to wetlands to the north through Kincaide and Tabone and the former Dilcher parcels. Both the former Dilcher parcel and the Kincaide & Tabone parcel are directly south of East University Avenue, east of the split from SR 26, near Newnan's Lake. The large basin swamp that lies on the northern section of the Kincaide and Tabone and former Dilcher property extends to the north and west. The northern portion of this wetland is owned by the State of Florida and drains to Newnan's Lake. In the other direction branches of Lake Forest Creek connect to Morningside Nature Center via State of Florida holdings managed by HRS Developmental Services.

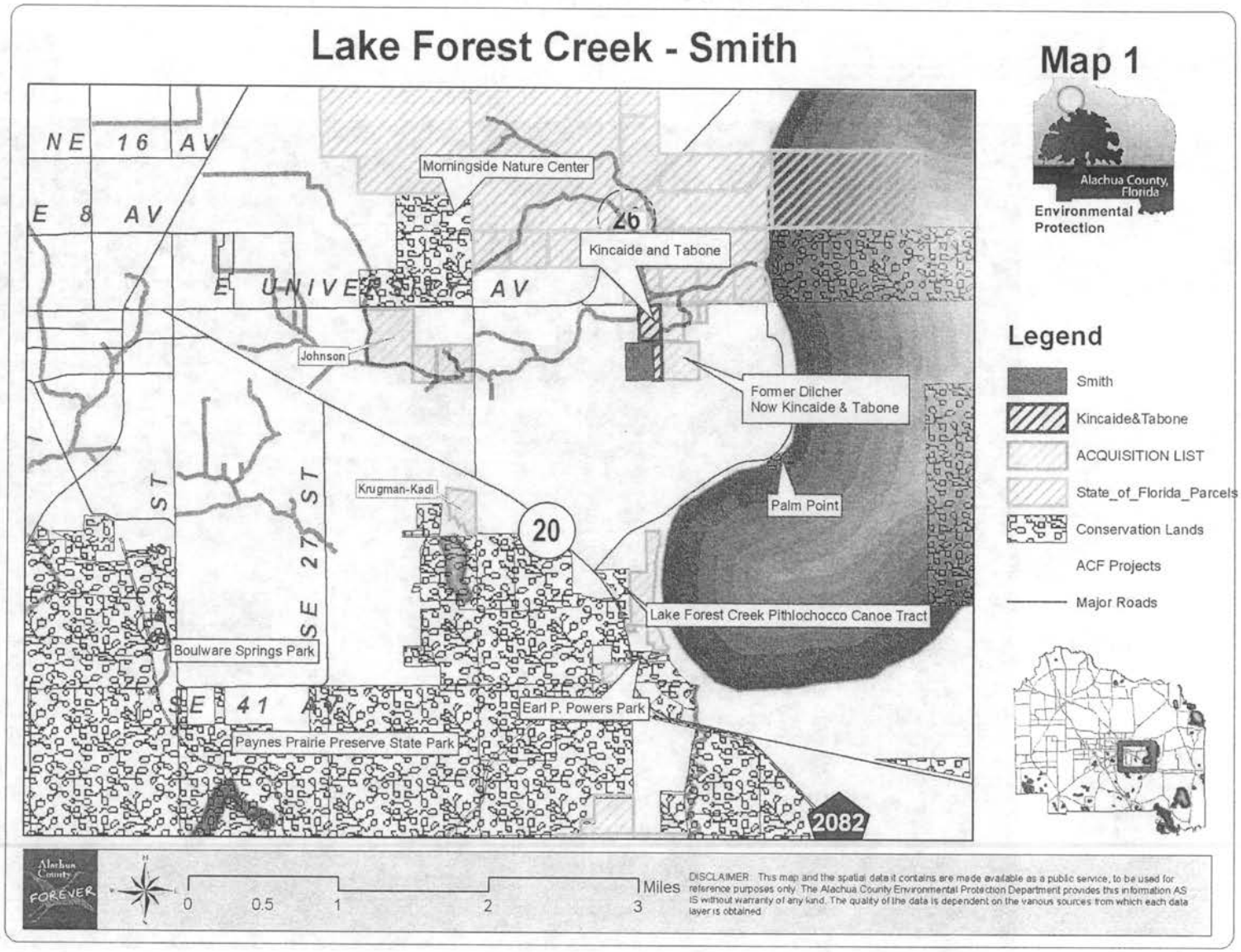
The Smith property has been nominated as a conservation easement along with the other parcels in the Lake Forest Preserve. Access to the Smith parcel is via an unpaved, private road, SE 8th Avenue. Two dedicated but vacant roadways that are not cleared are located adjacent to the parcel on two sides, the north and west.

The Smith property is composed mostly of uplands including sandhill, upland pine forest, upland mixed forest and a sinkhole. Prior to acquisition by the current owner the property was long unburned and as a result most of the fire maintained natural communities had become invaded with off-site hardwoods such as laurel and water oaks. The current owner with the neighbor to the east has started an active restoration program involving mechanical and chemical treatment of off-site hardwoods, re-introduction of fire and planting species that will carry fire (grasses and longleaf pine). The sandhill and upland pine communities that have undergone restoration treatments are in fair to good condition. Other areas of fire-type communities that have not been treated are in poor condition. The condition of the fire-type communities has improved in the last 4 years. The upland mixed forest is in good condition. The sinkhole is in fair to good condition, though it has been excavated and perhaps enlarged in the past. The modification does not appear to have affected the function or ecological value of the sinkhole, though it is unknown if the sinkhole held water more frequently prior to modification than it does currently. No invasive plants were noted during the visit.

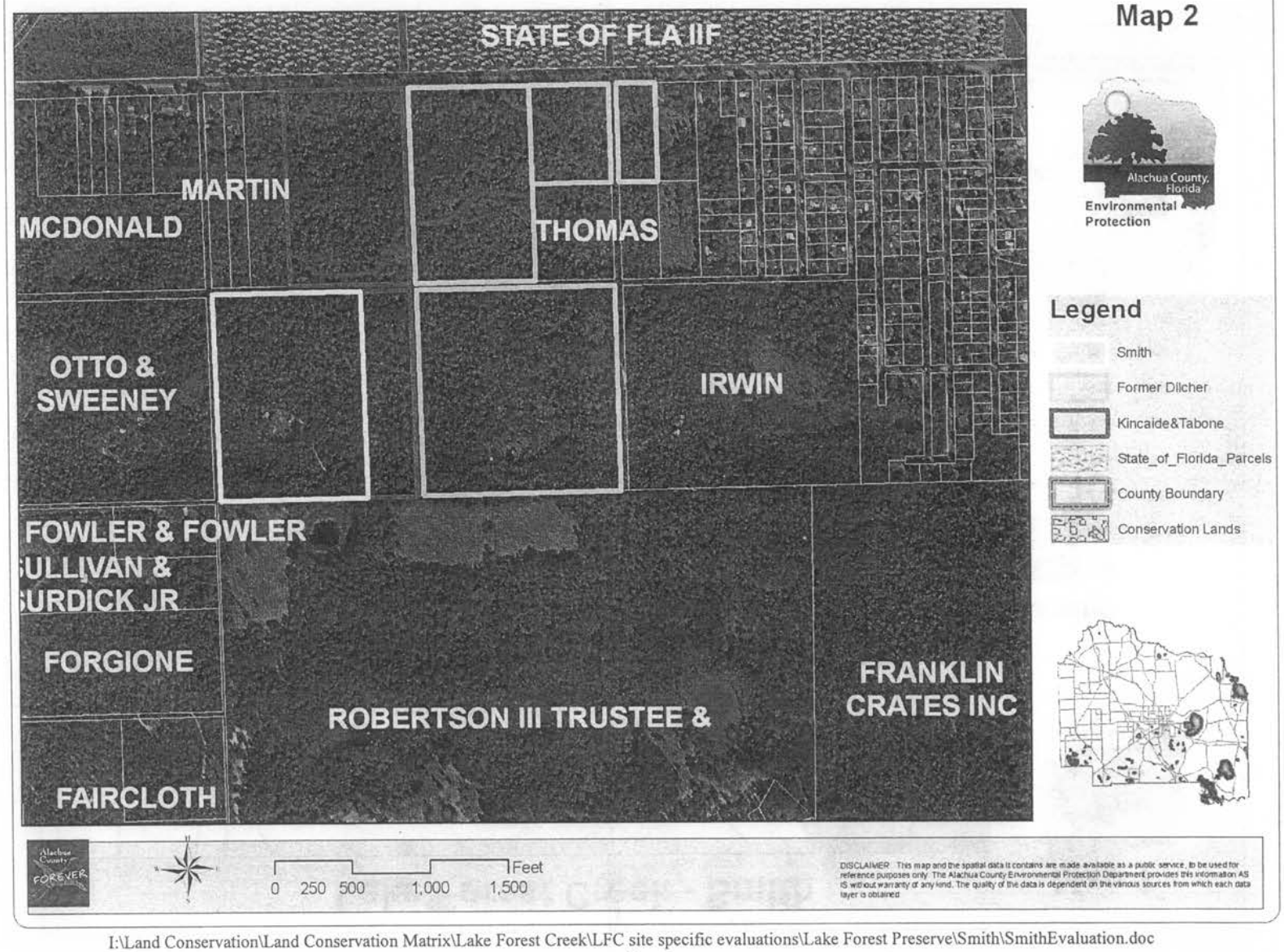
The following development analysis is based on a limited desk-top review and is founded upon current Land Development Regulations and Comprehensive Plan policies. Scenarios may be oversimplified, and are meant only to convey a general sense of the range of development intensities that would be possible. The property is composed of single parcel of approximately 30 acres. The entire parcel is within a strategic ecosystem. Five percent of the property is within the 100-year floodplain.

Alachua County land use and zoning designations are Residential Estate and Agricultural, respectively. Gross density allowed would be governed by the zoning district -- one dwelling unit per five acres. However, current development potential is one single family dwelling because of the lack of direct access to a publicly maintained road.

Lake Forest Creek - Lake Forest Preserve (Smith)					4/12/2010
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		4		
	B. Whether the property serves an important groundwater recharge function,		3		
	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;		2		
	D. Whether the property serves an important flood management function.		2		
(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;		4		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		2		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		3		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		2		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		4		
(I-3) PROTECTION OF PLANT AND ANIMAL SPECIES	A. Whether the property serves as documented or potential habitat for rare, threatened, or endangered species or species of special concern;		3		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		4		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County,		3		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		5		
	E. Whether the property offers high vegetation quality and species diversity,		3		
	F. Whether the property has low incidence of non-native invasive species.		5		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		1		
	B. Whether the property contributes to urban green space, provides a municipal defining greenbelt, provides scenic vistas, or has other value from an urban and regional planning perspective		4		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.10	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			4.13
(II-1) MANAGEMENT ISSUES	A. Whether it will be practical to manage the property to protect its environmental, social and other values (examples include controlled burning, exotics removal, maintaining hydro period, and so on);		4		
	B. Whether this management can be completed in a cost-effective manner.		5		
(II-2) ECONOMIC AND ACQUISITION ISSUES	A. Whether there is potential for purchasing the property with matching funds from municipal, state, federal, or private contributions;		1		
	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		2		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.20	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.14
	TOTAL SCORE				6.27


Lake Forest Creek - Smith
Map 1
Alachua County, Florida
Environmental Protection
NE 16 AV
E 8 AV
E UNIVERSITY AV
SE 27 ST
SE 41 AV
Morningside Nature Center
Kincaide and Tabone
Johnson
Former Dilcher
Now Kincaide & Tabone
Krugman-Kadi
Palm Point
Lake Forest Creek Pithlochocco Canoe Tract
Boulware Springs Park
Earl P. Powers Park
Paynes Prairie Preserve State Park
26
20
2082
Legend
Smith
Kincaide&Tabone
ACQUISITION LIST
State_of_Florida_Parcels
Conservation Lands
ACF Projects
Major Roads
Alachua County FOREVER
0 0.5 1 2 3 Miles
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Lake Forest Creek - Smith



Lake Forest Creek
Rapid Ecological Project Assessment
Alachua County Forever

Draft Date:	February 3, 2003
Matrix Score:	7.42 of 9.44
Size:	5,540 acres
Number of parcels:	109
Number of owners:	79
Number of Buildings:	62

The 5,540 acre Lake Forest Creek (LFC) project is located on the west side of Newnans Lake, adjacent to the Gum Root Swamp Conservation Area (GSCA), Morningside Nature Center, Palm Point Park, and Paynes Prairie State Park. The Alachua County Forever East Side Newnans Lake project abuts the LFC project and includes the rest of the Newnans Lake perimeter, exclusive of existing conservation lands and developed areas. The Prairie Creek portion of the Lochloosa Connector is immediately south of the LFC project area. Hawthorne Road, University Avenue, NE 39th Boulevard, NE 55th Boulevard and Lake Shore Drive cross through the project area, Map 1.

The *Alachua County Ecological Inventory Project* (KBN Study) known as East Side Greenway overlaps the Alachua County Forever Lake Forest Creek Project (LFC). The purpose of the KBN Study was to identify, inventory, map, describe, and evaluate the most significant natural biological communities, both upland and wetland, that remain in private ownership in Alachua County and make recommendations for protecting these natural resources, KBN 1996. The East Side Greenways project was ranked 14th of 47 projects evaluated in the county, and categorized as above average.

The KBN Study summarized the East Side Greenway project by stating that, "This is a complex site designed to connect Paynes Prairie State Preserve, Morningside Nature Center, Gum Root Swamp, and the west shore of Newnans Lake at Sunland Park, at Palm Point, and at a third point farther south together by greenways while also including some high quality natural areas such as Palm Point Hill and several large swamps. The diversity of habitats is high and the significance for Morningside Nature Center of remaining connected to the larger areas of wildlife habitat is also high", KBN, 1996.

Protecting Water Resources:

Eighty-three percent of the Lake Forest Creek project is located in the confined aquifer zone of Alachua County. This zone of relative aquifer confinement stretches from north-central Alachua County southeastward comprising most of the eastern half of the county. It is a region of higher elevations underlain by at least 10 feet of clays or clayey sands of the Hawthorn Group which form an aquiclude to the Floridan Aquifer System, Macesich, 1988. The remaining 17% of the project site falls in the perforated aquifer zone. This is an area underlain by clays of the Hawthorn Group perforated by numerous karst features that allow direct access to the aquifer, Macesich, 1988.

According to the St. Johns River Water Management District's (SJRWMD) Aquifer Recharge map for Alachua County the LFC project is divided between all possible categories of recharge to the Floridan Aquifer system. The proportion of the LFC project contributing to each category is as follows: 12" recharge/year = 13% of the LFC project area, 8"-12" recharge/year = 30% of the LFC project area, 4"-8" recharge/year = 14% of the LFC project area, 0-4" recharge/year = 40% of the LFC project area, and Discharge = 6% of the LFC project area.

According to the USGS Water resources Investigation Report 88-4057, the property falls in an area of 1-10 inches of recharge per year, Aucott, 1988.

Approximately 60% of the total acreage is wetlands, has hydric soils, or falls within the FEMA 100 or 500 year flood hazard zone.

As part of their 2003 Legislative Agenda, Alachua County will request that the entire Orange Creek Basin be included in the State's Surface Water Improvement (SWIM) Program. This area includes Paynes Prairie, Newnans Lake, Lake Lochloosa, Orange Lake, and the impaired urban streams and lakes in the City of Gainesville. At this time Newnans, Lochloosa and Orange Lakes have shown increased levels of degradation. The Chlorophyll A concentration in Newnans and Lochloosa Lakes exceeds levels reported for Lake Apopka prior to restoration. Lake Lochloosa, Paynes Prairie and Orange Lake are designated "Outstanding Florida Waters".

The LFC project contains Lake Forest Creek and its tributaries which bring water from the urbanized areas of East Gainesville and the agricultural areas to the north into Newnans Lake. The forested wetland area around Newnans Lake is the only remaining natural filter to trap nutrients and sediments prior to discharge into the Lake. Protection of the northern tributary and restoration of the associated buffers would improve the quality of water discharged into Newnans Lake, Personal Communication Robin Hallbourg, Professional Geologist Environmental Protection Department.

Water exits Newnans Lake through Prairie Creek where it either flows into Paynes Prairie and then goes into Alachua Sink, or is channeled through Camps Canal into the River Styx and then into Orange Lake, Map 2.

Protecting Natural Communities and Landscapes:
Natural Communities

Scrub	Floodplain Swamp	**Other**
Sandhill	Basin Marsh	Rough Pasture
Xeric Hammock	Depression Marsh	Improved Pasture
Upland Mixed Forest	Basin Swamp	Old Field Pine
Wet Flatwoods	Shrub Swamp	Plantation
Mesic Flatwoods	Lake Shore Swamp	Low Impact
Scrubby Flatwoods	Dome Swamp	Development
Hydric Hammock	Sinkhole Lake	High Impact
Bog	Marsh Pond	Development
Baygall	Blackwater Stream	Farm Pond
Bottomland Forest		

The above list of natural communities is from the KBN study. The ecological quality of the natural communities ranges from poor to good, KBN 1996.

The ACF East Newnans Lake and the Lochloosa Forest- Levy Prairie Connector (Prairie Creek area) Projects are immediately east and south respectively of the LFC project. The preservation of the LFC project would connect Paynes Prairie State Park, Gum Root Swamp Conservation Area (GSCA) and Morningside Nature Center. Through the aforementioned areas, the LFC project would provide connections to the Lochloosa Wildlife Conservation Area, Austin Cary Flatwoods and Barr Hammock Levy Prairie ACF project.

Forty-seven percent of the LFC project is within the Florida Ecological Greenways Network (FEGN) un-named priority 6 project area. The Florida Ecological Greenways Network is a decision support model to help identify the best opportunities to protect ecological connectivity statewide. It was developed by the University of Florida for the Florida Department of Environmental Protection. GIS data on land use and significant ecological areas were integrated in a process that identified a statewide

Ecological Greenways Network containing all of the largest areas of ecological and natural resource significance and the landscape linkages necessary to link these areas together in one functional statewide network, Hoctor et al. 2002.

Approximately 6% of the LFC project falls within a Strategic Habitat Conservation Area for wading birds. Strategic Habitat Conservation Areas were developed by the Florida Fish and Wildlife Conservation Commission (FFWCC). They are private lands containing habitats critical to the continued survival of populations of inadequately protected plants and animals, Cox et al. 2000. These lands are essential to providing some of state's rarest animals, plants, and natural communities with the land base necessary to sustain populations into the future, Cox et al.1994.

Approximately 46 % of the site falls within the Florida Natural Areas Inventory (FNAI) priority four or five Habitat Conservation Priorities. FNAI's Habitat Conservation Priorities prioritize places on the landscape that would protect both the greatest number of rare species and those species with the greatest conservation need, Florida Natural Areas Inventory, June 2001.

About 7 % of the project area is delineated as Pine flatwoods, an Under-represented Natural Community. Under-represented Natural Communities are those natural community types that were inadequately represented on conservation lands in Florida. A natural community is considered to be inadequately represented on conservation lands if less than 15% of the original extent of that community is currently found on existing conservation lands. Under-represented natural communities include, seepage slope, upland hardwood forest, pine rockland, tropical hardwood hammock, sandhill, scrub, upland glades, and pine flatwoods. This data was developed by the Office of Environmental Services, Florida Department of Environmental Protection and FNAI, FNAI, December 2001.

Protecting Plant and Animal Species:

Common Name	Endemic/ Large Home-Range	Fed/State Status	FCREPA/FNAI Designation	Observed
Amphibians				
Eastern Tiger Salamander	-/-	-/-	SU/S3	SM
Flatwoods Salamander	-/-	T/-	R/S2S3	SM
Gopher Frog	-/-	-/SSC	T/S3	SM,K
Striped Newt	-/-	-/-	R/S2S3	SM
Reptiles				
American Alligator	-/-	T/SSC	-/S4	SM,K
Eastern Diamondback Rattlesnake	-/-	-/-	-/S3	SM
Eastern Indigo Snake	-/-	T/T	SSC/S3	SM,K
Florida Pine Snake	-/-	-/SSC	SU/S3	SM,K,N
Gopher Tortoise	-/-	-/SSC	T/S3	F,N,K
Peninsula Mole Skink	-/-	-/-	-/-	SM
Short-tailed Snake	X/-	-/T	T/S3	SM,N
Spotted Turtle	-/-	-/-	R/S3?	SM,N
Birds				
Black-Crowned Night Heron	-/-	-/-	SSC/S3	SM
Black Rail	-/-	-/-	R/S3	SM
Cooper's Hawk	-/-	-/-	SSC/S3	SM
Florida Sandhill Crane	X/L	-/T	T/S3	F
Great Egret	-/-	-/-	SSC/S4	SM
Hairy Woodpecker	-/-	-/-	SSC/S3	SM
Least Bittern	-/-	-/-	SSC/S4	SM
Limpkin	-/-	-/SSC	SSC/S3	F,K
Little Blue Heron	-/-	-/SSC	SSC/S4	SM
Osprey	-/-	-/-	T/S3S4	SM,N

Mottled Duck	-/-	-/-	-/-	F
Snowy Egret	-/-	-/SSC	SSC/S3	SM
Southern Bald Eagle	-/L	T/T	T/S3	F,N,K
Swallow-tailed Kite	-/L	-/-	T/S2	F
Tricolored Heron	-/-	-/SSC	SSC/S4	SM
Wild Turkey	-/L			F
Wood Stork	-/-	E/E	E/S2	SM
Mammals				
Bobcat	-/L	-/-	-/-	F
Florida Black Bear	X/L	-/T	T/S2	F
Northern Yellow Bat	-/-	-/-	SU/-	SM
River Otter	-/-	-/-	-/-	SM
Round-tailed Muskrat	X/-	-/-	SSC/S3	SM
Sherman's Fox Squirrel	X/-	-/SSC	T/S3	K,N
Invertebrates				
Free Mouth Hydrobe	-/-	-/-	- /S1	N

X= Endemic, L=species with large home ranges according to the Closing the Gaps in Florida's Wildlife Habitat System, S= observed by Alachua Co. EPD staff and/or an LCB subcommittee member, SM= documented on the Species Models maps created by the Florida Fish and Wildlife Conservation Commission, F= Focal species used for the most detailed analyses in the Closing the Gaps in Florida's Wildlife Habitat Conservation System, Florida Game and Fresh Water Fish Commission, 1994, N= Florida Natural Areas Inventory Element Occurrence, K=documented in the Alachua County Ecological Inventory Project.

Royal fern, cinnamon fern and greenfly orchid are listed plants that are quite common on the project site, KBN 1996. Catesby's lily, yellow-fringed orchid and rosebud orchid are found in Morningside Nature Center, and could occur in similar habitat types found on the project site if they were managed with fire, KBN 1996.

There are many exotics present on the site including paper mulberry, Chinese tallow, camphor tree, mimosa, air potato, chinaberry, and elephant ear, KBN 1996.

The Florida Fish and Wildlife Conservation Commission data shows six bald eagle nests on the project site and seven others within a mile and a half. The cluster of bald eagle nests around Orange, Newnans and Lochloosa Lakes has been apparent for the last twenty years, and is one of the densest populations in the state of Florida, personal communication Steve Nesbitt, FWCC.

About 21% of the site is within Regional Biodiversity Hotspots. The purpose of the Regional Biodiversity Hot Spots maps, developed by FFWCC, is to "convey more detailed information on the known locations of as many components of biological diversity as possible, regardless of whether or not they fall within proposed Strategic Habitat Conservation Areas, to help meet the need for conservation information at regional and local levels", Cox et al. 1994.

Achieving Social and Human Values:

Approximately 34% of the LFC area falls within a Priority 1 or 2 Natural Resource-based Recreation Area, Knight, et al. 2000, and 47% is within a priority 6 Ecological Greenway. The Natural Resource-based Recreation map was developed by FNAI in collaboration with DEP, FFWCC and DOF. The recreation potential of a site depends on available road access, presence of a water body or beach, proximity to urban areas, and size of the site. "These criteria were applied to Potential Natural Areas delineated by FNAI using aerial photography and revised using the 1995 Water Management District land cover data. Sites were ranked by recreation potential." Knight, et al. 2000.

The LFC Project is part of the Emerald Necklace Land Conservation Initiative – "a publicly accessible, connected, and protected network of trails, greenways, open space, and waterfronts surrounding the Gainesville urban area".

Alachua County received $100,000 in Federal funds to assist with the implementation of the Emerald Necklace Initiative. These funds are slated for the development of the Lake Pithlachocco – Historic Overlook Project, an interpretive feature showcasing the largest cache of dugout canoes found in North America, and the Native Americans that lived in the area. This feature, located on the shore of Newnans Lake, will be a recreational and educational destination.

The LFC project would link the GSCA, Morningside Nature Center, Palm Point and Paynes Prairie State Park. It is easily accessible and close to the urban area. The property provides very good opportunities for compatible resource based recreation.

The LFC project falls within the Plan East Gainesville Project Area. The January 2003, DRAFT Plan East Gainesville-Final Report seeks a "comprehensive economic revitalization plan that achieves a balance of environmental preservation with land development and improved transportation mobility", Renaissance Planning Group, January 2003, page 2. The Report summarizes the Land Conservation Plan by the following paragraph, "Complementing the land use plan is a Land Conservation Element that establishes priorities for the preservation and protection of natural lands and enhancement of the area's unique natural resources. The land conservation plan has two primary objectives: 1) preserve and protect natural resources for the enjoyment of future generations, and 2) improve the visibility and access to those resources through amenities that enhance the appreciation and perception of the Eastside, and provide for improved connectivity between neighborhoods and commercial or economic centers. This is accomplished through the creation of a greenway network that restores waterways to improve water quality and provides for multi-use trails that connect community facilities and neighborhoods", Renaissance Planning Group, January 2003, page 45. Both the Newnans Lake and Lake Forest Creek Greenways are within the LFC project area. "Newnan's Lake Greenway and Lake Forest Creek Greenway are considered to be priorities in the plan. These greenways should function as wildlife corridors, habitat linkages, passive recreational destination opportunities and support water quality improvement", Renaissance Planning Group, January 2003, page 45. See Attachment A for a description of Newnan's Lake and Lake Forest Creek Greenway.

Management:

"Some of the lands on the greenway site [East Side Greenway, KBN Site] are in good condition. The swamp and some of the hammock areas are doing fine with no management. However, even here, the need for control of invasive exotics will eventually require some management effort if the natural values are to be maintained. The sandhill and flatwoods areas need to be managed with fire to provide the habitat values needed by such animals as fox squirrels and gopher tortoise, and to maintain the native plant community. There are hundreds of species of native wildflowers that occur in the fire dependent habitats when they burn regularly, but which are eliminated completely if no fires occur for many decades", KBN 1996.

Development in close proximity to the project site will make prescribed fire and invasive plant control challenging.

Economic & Acquisition:

There are 109 parcels and 79 ownerships in the 5,540 acre Lake Forest Creek Project. The Alachua County Property Appraiser (ACPA) shows 62 buildings on their parcel data. The State of Florida is the largest land owner in the project area with 2,782 acres or 50% of the total project acreage. Approximately 1,200 acres of the LFC project is in Newnans Lake, approximately 327 acres of this is in State ownership. Taken together approximately 3,660 acres of the 5,540 acre site, or 66%, is either in State ownership or in Newnans Lake. The ACPA's 2002 Just Value or land value for the entire project is $8,011,500 or $1,446/ acre. The ACPA's total value (Just, Miscellaneous and Building) for the project area is $24,157,000 or $4,360/ acre. These figures are for comparative purposes between nominated

properties, and are not necessarily an accurate reflection of the true cost of the property if acquired by the Alachua County Forever Program.

The keystone parcels in the LFC project are the state owned tracts (Suniland Training Center, prison and Tacachale), Franklin Crates, Daemer, Robertson III Trustee, Tanton and Adkinson, Map 3.

State of Florida	2,782 acres	(~327 acres are within Newnans Lake)
Franklin Crates	495 acres	(~398 acres are within Newnans Lake)
Daemer	57 acres	
Robertson III	285 acres	
Tanton	10 acres	(Paynes Prairie Optimum Boundary)
Adkinson	15 acres	(Paynes Prairie Optimum Boundary)

Staff recommends working with the State to preserve the forested areas and wetlands, and enhance the riparian buffer around the stream corridor. This would help improve the quality of water discharged into Newnans Lake and preserve the connection between GSCA and Morning Side Park.

Ninety percent of the LFC project is in unincorporated Alachua County, and the remaining 10% is in the City of Gainesville. Ninety-one percent of the project area is zoned agriculture; the remaining 9% is split between residential, business and Public Service. The Future Land Use shows only 5% of the project area in agriculture, the remaining acreage is roughly 50% Institutional/Public Facilities, 38% Residential, 2% Industrial, 3% Commercial, less than 1% Preservation, less than 1% RECR. The project falls in the City of Gainesville's Urban Reserve and Urban Services Area. The density of houses adjacent to the project boundary, the radical change between the existing zoning and the Future Land Use, and the Draft Plan East Gainesville Final Report, indicate that this area will be under significant development pressure in the near future.

Other:

There are 21 archeological sites within the LFC project area as listed on the Florida Master Site File by the Division of Historical Resources. This includes the "Lake Pithlachocco Canoe Site" where a large number of log boats dating from 1250-1600 AD were found when the water level in Newnans Lake dropped.

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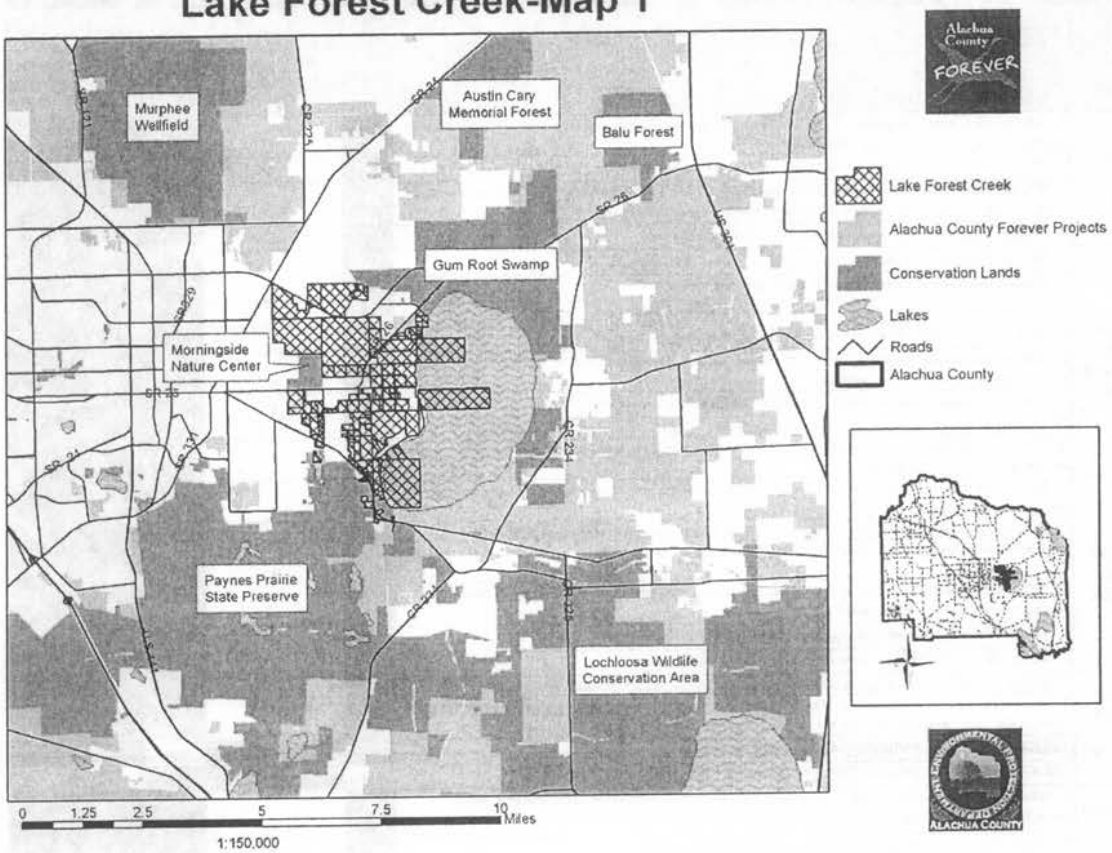
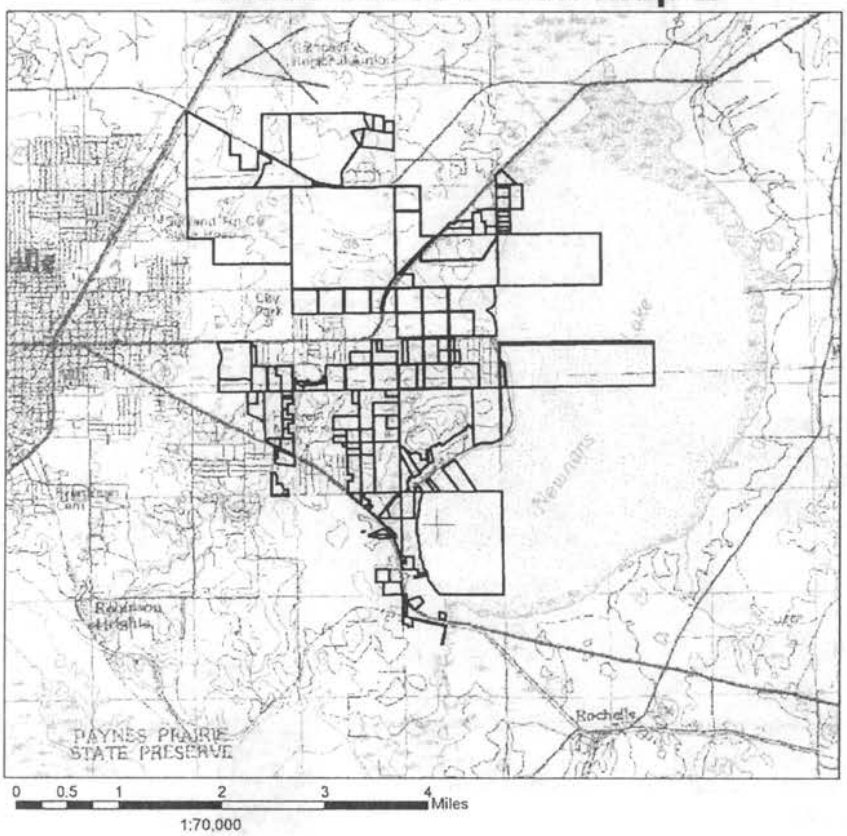
Lake Forest Creek Draft date: Februrary 14, 2003					
CATEGORY	Criterion	WEIGHTING	Enter Criteria Value Based on Site Inspection	Average Criteria Score	Average Criteria Score Multiplied by Relative Importance
(I-1) PROTECTION OF WATER RESOURCES	A. Whether the property has geologic/hydrologic conditions that would easily enable contamination of vulnerable aquifers that have value as drinking water sources;		3		
	B. Whether the property serves an important groundwater recharge function;		3		
	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;		4		
	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;		5		
	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;		5		
	E. Whether the property is adjacent to properties that are in public ownership or have other environmental protections such as conservation easements;		4		
	F. Whether the property is large enough to contribute substantially to conservation efforts;		5		
	G. Whether the property contains important, Florida-specific geologic features such as caves or springs;		2		
	H. Whether the property is relatively free from internal fragmentation from roads, power lines, and other features that create barriers and edge effects.		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;		5		
	B. Whether the property serves as documented or potential habitat for species with large home ranges;		5		
	C. Whether the property contains plants or animals that are endemic or near-endemic to Florida or Alachua County;		4		
	D. Whether the property serves as a special wildlife migration or aggregation site for activities such as breeding, roosting, colonial nesting, or over-wintering;		4		
	E. Whether the property offers high vegetation quality and species diversity;		4		
	F. Whether the property has low incidence of non-native invasive species.		3		
(I-4) SOCIAL AND HUMAN VALUES	A. Whether the property offers opportunities for compatible resource-based recreation, if appropriate;		5		
	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.		5		
	AVERAGE FOR ENVIRONMENTAL AND HUMAN VALUES			3.90	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	1.3333			5.20
(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;		5		
	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		
	D. Whether there is an opportunity to protect the environmental, social or other values of the property through an economically attractive less-than-fee mechanism such as a conservation easement.		0		
	AVERAGE FOR ACQUISITION AND MANAGEMENT VALUES			3.33	
	RELATIVE IMPORTANCE OF THIS CRITERIA SET IN THE OVERALL SCORE	0.6667			2.22
	TOTAL SCORE				7.42

Lake Forest Creek-Map 1

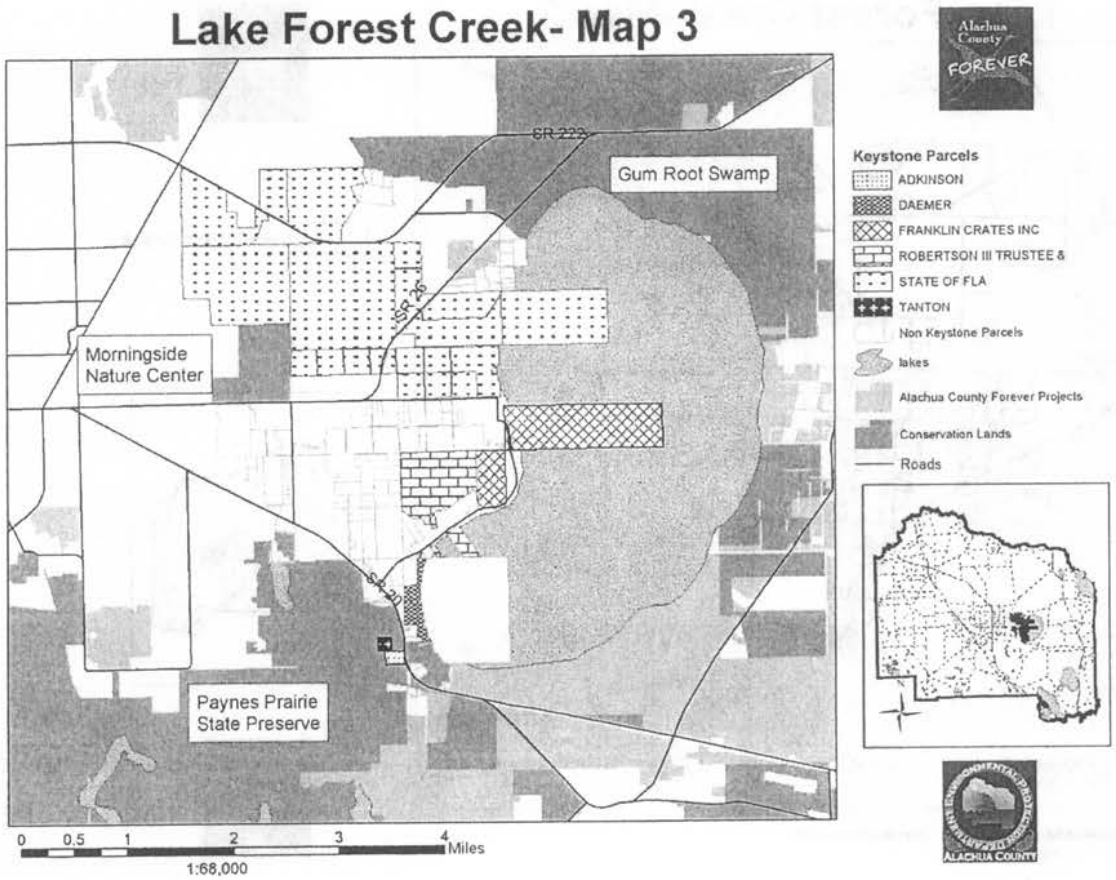


Lake Forest Creek-Map 2



Lake Forest Creek

Lake Forest Creek- Map 3



Cost Estimates

Acquisition Estimates

Table A. Pre-Contract Costs

Project	Acres	Conservation Easement Cost	Pre-Acquisition Services			
			Appraisals	Boundary Sketch	Title Report	sub-total
Erick Smith	30	63,750	8,200	-	125	$ 8,325

Table B. Post-Contract Costs

Project	Due Diligence and Closing Services					GRAND TOTAL
	Title Insurance	Surveys	Environmental Audit	Closing	sub-total	
Erick Smith	368	20,000	3,000	1,000	$ 24,368	**$ 96,443**

Stewardship Estimates

Project	Acres	Physical Improvements (BOND)	Average Annual Recurring (General Fund)	Average Annual Recurring/Acre	Total Costs for initial 10 years
Erick Smith	30	$ -	$ 550	$ 18.33	**$ 5,500**

*Note: These estimates are taken from the attached draft project stewardship reports, adjusted for inflation (3%/yr), and averaged.

Lake Forest Creek
Smith **30 acres**

The Smith property will be protected through a conservation easement. As such, the county management responsibilities will be limited to monitoring the conservation easement, unless a different arrangement is negotiated with the owners.

Monitoring = $550/year for site inspection and write-up.

August 23, 2011 Regular BoCC Meeting
Agenda Item #43

Title
SW 1st Place Multi-Use Path resident's concern (Amended)

Amount
$35,000.00

Description
Request Approval of the Discussion of resident's concerns regarding SW 1st Place Multi-Use Path

Recommendation
Approve and Direct staff to proceed with construction of SW 1st Place Multi-Use Path

Alternative(s)
Alternative #1 Direct Public Works to cancel the project and close it out at its current phase – (100% completed design plans)
Alternative #2 Revisit the current prioritization of this project (currently #2 on the Alachua County Bicycle Pedestrian Work Program)

Requested By
Richard Hedrick, (Contact Dave Cerlanek at (352) 374-5245 ext 1214)

Originating Department
Public Works

Attachment(s) Description
1) Copy of memo to County Manager's office

Documents Requiring Action
N/A

Executive Summary
On February 8, 2011 the BoCC approved to construct the SW 1st Place multi-use path project. Construction was scheduled to begin on April 11th, 2011, when residents requested a meeting with staff on April 4th. At that meeting, they stated their opposition to the project. Public Works requests that Alachua County Board of County Commissioners provide direction on how to proceed.

Background
On February 8, 2011 the BoCC approved the SW 1st Place 60% multiuse path design plans with two parts to its direction. The first part of the motion, to approve limited vehicular (bicycle) access was presented in order to comply with a note on the adjacent subdivision plat of Westchester manor which specifically states that BOCC approval is required. The second part of the motion was to approve the 60% plans as proposed and direct staff to proceed with construction once final plans were completed. Both motions were approved with a 4-1 vote. Since board approval, the plans have been completed and construction was scheduled to begin when a new issue arose. Residents of the neighboring subdivisions have expressed through email, telephone and site meetings that they are in strong opposition of the project. Issues expressed by the residents include, 1) Strong concern regarding misuse of the path, predominantly by motorcyclists cutting through, 2) Concern over the quality of maintenance of the new facility, 3) How did this project get ranked so highly on the Work Program list?, 4) Who was responsible for initially putting it on the list?,

and 5) Why weren't the neighbors notified of the project?

Issues
Construction is on hold until further direction

Fiscal Recommendation
N/A

Fiscal Alternative(s)
Sufficient funds exist in the 5 Cent Local Option Gas Tax Fund

Funding Sources
5 Cent Local Option Gas Tax Fund

Account Code(s)
350-7914-541, 63-84

Attachment: 2011 07 07 SW 1st Place Memo to BoCC.pdf

Alachua County Public Works Department

Richard Hedrick, Director
rhedrick@alachuacounty.us

Administration
Kenneth Fair
Sr. Administrative Support Manager
kfair@alachuacounty.us
Tel: (352) 374-5245

Animal Services
David Flagler
Director
dflagler@alachuacounty.us
3400 NE 53rd Avenue
Gainesville, FL 32609
Tel: (352) 264-6890
Fax: (352) 955-2542

Engineering & Operations
David Cerlanek
County Engineer
dcerlanek@alachuacounty.us
Tel: (352) 374-5245

Fleet Management
Ray Griffin
Fleet Manager
[illegible]eg@alachuacounty.us
Tel: (386) 462-1975
Fax: (386) 418-0331

Parks and Recreation
Robert Avery
Parks/Open Space Superintendent
ravery@alachuacounty.us
Tel: (352) 374-5245

Waste Management
Sally Palmi
Acting Assistant Public Works Director
scp@alachuacounty.us
Tel: (352) 374-5213
Fax: (352) 337-6244

July 7, 2011

MEMORANDUM

TO: Alachua County Board of County Commissioners

Via: Randall Reid, County Manager

Via: Richard Drummond, Asst. County Manager

Via: Richard Hedrick, Director of Public Works

FROM: David Cerlanek, County Engineer

SUBJECT: SW 1st Place Project

On February 8, 2011 the BoCC approved the SW 1st Place 60% multiuse path design plans with two parts to its direction. The first part of the motion, to approve limited vehicular (bicycle) access was presented in order to comply with a note on the adjacent subdivision plat of Westchester manor which specifically states that BOCC approval is required. The second part of the motion was to approve the 60% plans as proposed and direct staff to proceed with construction once final plans were completed. Both motions were approved with a 4-1 vote. Since board approval, the plans have been completed and construction was scheduled to begin when a new issue arose. Residents of the neighboring subdivisions have expressed through email, telephone and site meetings that they are in strong opposition of the project.

The residents shared several concerns with staff. They felt that there would be increased instances of loitering, dumping, motorcycle traffic and maintenance costs. They also expressed as well the perceived lack of notification. Another concern was that the project was moved up to priority #2 when it had been previously identified by the MTPO as a lower priority project. The residents believe that the area in its current state is satisfactory and oppose the project.

The current well-defined 425 linear foot dirt path demonstrates regular usage. In June, 2010, the project was moved up to 2nd on the Alachua County Bicycle/Pedestrian Work Program list. The project will provide ADA compliant accessibility and will be outfitted with new/additional bollards on both the east and west entrances to prevent car traffic which is currently able to access the area. This should also decrease loitering and dumping. Maintenance is not expected to be impacted by the project.

Based on the preceding issues Public Works is preparing an agenda item to bring the item back for further consideration by the Commission. We anticipate putting the item on an evening agenda in August so that interested parties will have the opportunity to express their concerns. Please let us know if you have any questions in the interim.

WDC:dbm

xc: Richard Hedrick, Director
David Cerlanek, County Engineer
Angela Honts, Project Manager

August 23, 2011 Regular BoCC Meeting
Agenda Item #44

Title
Seimens Healthcare Diagnostics: Change Order 1 to Purchase Order 110001. (Amended)

Amount
$18,126.00

Description
Request approval of the Finance Report and Change Order 1 to Purchase Order 110001, issued to Seimens Healthcare Diagnostics, for the purchase of additional urinalysis testing supplies and training.

Recommendation
Approve the Finance Report and the issuance of Change Order 1 to Purchase Order 110001, issued to Seimens Healthcare Diagnostics .

Alternative(s)
That the Board reject the Finance Report and the issuance of Change Order 1 to Purchase Order 110001, issued to Seimens Healthcare Diagnostics.

Requested By
Tom Tonkavich

Originating Department
Court 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 Change Order 1, to Purchase Order 110001, issued to Seimens Healthcare Diagnostics, for an increase of $18,126.00 for the purchase of additional urinalysis testing supplies and training for the Court Services Department. The new purchase order total is $100,565.00.

Background
Blanket Purchase Order 110001 to Seimens Healthcare Diagnostics, was issued September 28, 2010 for urinalysis testing supplies and training, in the amount of $82,439.00. Change Order 1 will increase the Purchase Order by $18,126.00, for a new purchase order total of $100,565.00.Original PO Total: $ 82,439.00Change Order #1: $ 18,126.00Revised Total: $100,565.00

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
ALCOHOL and OTHER DRUG ABUS

Account Code(s)
221-3600-622.52-50

Attachment: 110001PO.pdf
Attachment: 110001FR.pdf

Alachua County
Department of Administrative Services
Purchasing

Larry M. Sapp, CPPB
Purchasing Manager

Christy S. Winters, CPPB
Purchasing Supervisor

August 1, 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 #110001, issued to Seimens Healthcare Diagnostics, for an increase of $18,126.00 for the purchase of additional urinalysis testing supplies and training, for the Court Services Department. The new purchase order total is $100,565.00.

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 23 DAY OF August, 2011

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Chairperson

ATTEST: _____
Clerk

LS/mm

PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILLE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110001

ORDER DATE	9/01/2010
REQ. NUMBER	
BID NUMBER	
BUYER	MATT STEVENS
ACCOUNT NO.	SEE BELOW
VENDOR NO.	14163

CHANGE NO.: 1
DATE: 8/01/2011

AUG 17 2011
COUNTY MANAGER

VENDOR
VENDOR I.D. # ☐

SEIMENS HEALTHCARE DIAGNOSTICS
1717 DEERFIELD RD
DEERFIELD IL 60015

SHIP TO
ALACHUA COUNTY
ALACHUA COUNTY DRUG COURT
14 NE FIRST ST,
GAINESVILLE FL 32601

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
2			CO #1 TO INCREASE PO #110001 BY $18,126.00	18126.00	NA	1.0000	18126.00
						TOTAL	100565.00

REMARKS:

ORIGINAL PO TOTAL: $ 82,439.00
CHANGE ORDER #1: $ 18,126.00
NEW REVISED TOTAL: $100,565.00

REQ. NO.	DATE	ACCOUNT NO.	PROJECT	AMOUNT
0000054305	6/22/2010	00136006225250		64285.93
M/SS/BO/11/DC/MCCOY				
0000054305	6/22/2010	00136405285250		18153.07
M/SS/BO/11/DC/MCCOY				

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

Betty M Baker 8-3-11

DATE APPROVED

VENDOR COPY

AUTHORIZED SIGNATURE

PURCHASE ORDER

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1467
GAINESVILE, FL 32602
PHONE (352) 374-5202
FAX (352) 491-4569

ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFLECT THIS NUMBER

NO. 110001

ORDER DATE	:	9/01/2010
REQ. NUMBER	:	
BID NUMBER	:	
BUYER	:	MATT STEVENS
ACCOUNT NO.	:	SEE BELOW
VENDOR NO.	:	14143

CHANGE NO.: 1 ** CONTINUED **
DATE: 8/01/2011

VENDOR	SHIP TO
VENDOR I.D. # ☐ SEIMENS HEALTHCARE DIAGNOSTICS	ALACHUA COUNTY

ITEM	REQ'D	B/O	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			********** CHANGE ORDER **********				
			REQ. NO. DATE ACCOUNT NO. PROJECT			AMOUNT	
			0000057210 7/26/2011 22136006225250 CO/11/DC/CHRIS			18126.00	

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

Kelly M Bell 8-3-11
AUTHORIZED SIGNATURE

August 23, 2011 Regular BoCC Meeting
Agenda Item #45

Title
Grant-OAG: Florida Council Against Sexual Violence Rape Crisis Trust Fund Grant-OAG (Amended)

Amount
$7,778.00

Description
Request Adoption of Resolution and Approval of Budget Amendment to recognize unanticipated revenue and approval of Interfund Loan to Florida Council Against Sexual Violence Rape Crisis Trust Fund Grant-OAG

Recommendation
Adopt Resolution and Approve Budget Amendment to recognize unanticipated revenue and Approve an Interfund Loan for $7,778 with regards to the Florida Council Against Sexual Violence Rape Crisis Trust Fund Grant-OAG

Alternative(s)
Do not approve the adoption of Resolution;do not approve Budget Amendment and do not approve the Interfund Loan

Requested By
Elmira K Warren/Bonnie E Hinson

Originating Department
Community Support Services

Attachment(s) Description
Resolution and Budget Amendment

Documents Requiring Action
Resolution and Budget Amendment

Executive Summary
The County has entered into an agreement for the funding period 7/1/11 through 6/30/12 for the amount of $7,778. This Budget Amendment, Resolution and Interfund Loan will allow for the expenditure of these funds.

Background
This is a housekeeping type issue and must be done each year the grant is awarded.

Issues
Without approval of this action the funds will not be available to Alachua County to expend.

Fiscal Recommendation
Adopt the Resolution, approve the Budget Amendment and approve the Interfund Loan. No County match is required.

Fiscal Alternative(s)
Do not adopt the Resolution and do not approve the Budget Amendment or Interfund Loan.

Funding Sources
State of Florida - Special Revenue

Account Code(s)
189-2970

Attachment: FCASV Budget Amend OAG 7778.pdf
Attachment: FCASV Resolution OAG 7778.pdf

RESOLUTION 11-87

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, INCREASING THE "FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE" FUND TO RECOGNIZE UNANTICIPATED REVENUES RECEIVED FROM STATE GRANTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to increase the "FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE" FUND to account for and administer revenues from liens, forfeitures and interest;

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

1. That the increase to the "FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE" fund be, and the same is hereby, approved.

2. That the fiscal year 2010-11 budget for the "FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE-OAG" fund is hereby increased as reflected in the budget amendment attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

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

DULY ADOPTED in regular session, this 23rd day of August, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkerson, Chair

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-231
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	11OAG17 FCASV 07/11-6/12	Community Support Services	Misc Revenue	065-2970-366.00-00	7,778	
2	11OAG17 FCASV 07/11-6/12	Community Support Services	Prof Svs Medical	065-2970-569.31-60		1,000
3	11OAG17 FCASV 07/11-6/12	Community Support Services	other curr chgs & Oblig/registration	065-2970-569.49-20		1,775
4	11OAG17 FCASV 07/11-6/12	Community Support Services	Travel &Per Diem out of county	065-2970-569.40-12		2,920
5	11OAG17 FCASV 07/11-6/12	Community Support Services	Promotional Activities/Public Purpo	065-2970-569.48-30		2,083
6						
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2011 AUG 11 A 10:40
ALACHUA COUNTY OMB

RECEIVED

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	7,778	7,778
COMBINED TOTAL		15,556

REASON FOR AMENDMENT: To accept unanticipated revenue from FCASV #11OAG17.

Julie Thompson ext 6709
PREPARED BY:

VALINSKI
ANALYST

2011 AUG 29 PM 5 00
CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING
RECEIVED

Bonnie C. Hanson 8/10/11
ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne Gable
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

August 23, 2011 Regular BoCC Meeting
Agenda Item #46

Title
Grant: Florida Council Against Sexual Violence Rape Crisis Trust Fund Grant (Amended)

Amount
$46,352.00

Description
Request Adoption of Resolution and Approval of Budget Amendment to recognize unanticipated revenue and Approve an Interfund Loan with regards to Florida Council Against Sexual Violence Rape Crisis Trust Fund

Recommendation
Adopt Resolution and Approve Budget Amendment to receive unanticipated revenue and approve Interfund Loan for $46,352 with regards to the Florida Council Against Sexual Violence Rape Crisis Trust Fund

Alternative(s)
Do not adopt the Resolution;do not approve the Budget Amendment and do not approve the Interfund Loan

Requested By
Elmira K Warren/Bonnie E Hinson

Originating Department
Community Support Services

Attachment(s) Description
Resolution and Budget Amendment

Documents Requiring Action
Resolution, Budget Amendment and Interfund Loan

Executive Summary
In 2003 the legislators passed HB175 and SB146 which created the first funding source for rape crisis services - the Rape Crisis Program Trust Fund. This fund was established within the Department of Health and is administered by the Florida Council Against Sexual Violence.

Background
The County has entered into an agreement for the funding period 7/1/11 through 6/30/12 for the amount of $46,352. This Resolution, Budget Amendment and Interfund Loan will allow for the expenditure of these funds.

Issues
This is a housekeeping type issue and must be done each year in order to expend the grant funding.

Fiscal Recommendation
Adopt the Resolution; Approve the Budget Amendment and Interfund Loan. There is no County cash match required.

Fiscal Alternative(s)

Do not adopt the Resolution, approve the Budget Amendment or the Interfund Loan.

Funding Sources
State of Florida - Special Revenue

Account Code(s)
062-2970

Attachment: FCASV resolution Rape crisis fund 46352.pdf
Attachment: FCASV Bud Amen Rape crisis fund 46352.pdf

RESOLUTION 11-88

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, INCREASING THE "FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE" FUND TO RECOGNIZE UNANTICIPATED REVENUES RECEIVED FROM STATE GRANTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to increase the "FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE" FUND to account for and administer revenues from liens, forfeitures and interest;

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

1. That the increase to the "FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE" fund be, and the same is hereby, approved.

2. That the fiscal year 20010-11 budget for the "FLORIDA COUNCIL AGAINST SEXUAL VIOLENCE-RCP" fund is hereby increased as reflected in the budget amendment attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

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

DULY ADOPTED in regular session, this 23rd day of August, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkerson, Chairman

ATTEST:

_____
J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC(1-230
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	11RCP17 FCASV 07/11-06/12	Community Support Services	Misc Revenue	062-2970-366.00-00	46,352	
2	11RCP17 FCASV 07/11-06/12	Community Support Services	Regular Salaries	062-2970-569.12-00		43,410
3	11RCP17 FCASV 07/11-06/12	Community Support Services	Printing	062-2970-569.47-10		2,400
4	11RCP17 FCASV 07/11-06/12	Community Support Services	Promotional Activities	062-2970-569.48-30		153
5	11RCP17 FCASV 07/11-06/12	Community Support Services	Books	062-2970-569.54-10		389
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RECEIVED
2011 AUG 11 A 10:40
ALACHUA COUNTY OMB

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 46,352 | 46,352

COMBINED TOTAL: 92,704

REASON FOR AMENDMENT: To accept unanticipated revenue from FCASV #11RCP17

Julie Thompson ext 6709
PREPARED BY:

VALENTICI ✓
ANALYST

2011 AUG 29 PM 5 00
CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING
RECEIVED

Bonnie E. Hinson 8/10/11
ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne Zeblie
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Updated by OMB November 2006

August 23, 2011 Regular BoCC Meeting
Agenda Item #47

Title
RSVP Donation Fund: Recognize unanticipated revenue in the RSVP Donation Fund (Amended)

Amount
$3,307.00

Description
Request adoption of Resolution and approval of Budget Amendment to recognize unanticipated revenue in the Donation Fund

Recommendation
Adopt the Resolution and Approve the Budget Amendment to recognize unanticipated revenue in the RSVP Donation Fund.

Alternative(s)
Do not Adopt the Resolution or Approve the Amendment

Requested By
Elmira K Warren/Bonnie E Hinson

Originating Department
Community Support Services

Attachment(s) Description
Resolution and Budget Amendment

Documents Requiring Action
Resolution and Budget Amendment

Executive Summary
The Retired and Senior Volunteer Program has received a donation. This will allow for the recognition of unanticipated revenue in the Donation Fund.

Background
This is a housekeeping type issue that is required in order to expend the funds donated to the program.

Issues
Without this action the donation would have to be retured.

Fiscal Recommendation
Adopt the Resolution and Approve the Budget Amendment. No fiscal impact to the County.

Fiscal Alternative(s)
Do not adopt the Resolution or approve the Budget Amendment.

Funding Sources
Donations

Account Code(s)
167-2957

Attachment: RSVP BA donation fund 3307.pdf
Attachment: RSVP Resolution donation fund 3307.pdf

RESOLUTION 11-89

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, INCREASING THE "DONATIONS FUND" RECEIVE UNANTICIPATED REVENUES RECEIVED FROM DONATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to increase the "DONATION FUND #167" to recognize and receive unanticipated revenue;

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

1. That the increase to the "DONATION FUND #167" fund be, and the same is hereby, approved.

2. That the fiscal year 2010-2011 budget for the "DONATION FUND #167" is hereby increased as reflected in the budget amendment attached hereto as Exhibit A. By adoption of this resolution and the attached budget amendment, the Board of County Commissioners of Alachua County, Florida, hereby appropriates and permits the expenditure of the funds described therein.

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

DULY ADOPTED in regular session, this 23rd day of August, A.D., 2011.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: _____
LEE PINKOSON, CHAIRMAN

J. K. "Buddy" Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
Alachua County Attorney

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-229
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Misc Revenue & Donations	Community Support Services	Misc Revenue	167-2957-366.00-00	3,307	
2	Misc Revenue & Donations	Community Support Services	Travel & Per Diem	167-2957-564.40-12		3,307
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2011 AUG 18 A 10:26
ALACHUA COUNTY OMB

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS: 3,307 | 3,307

COMBINED TOTAL: 6,614

REASON FOR AMENDMENT: To establish budget for unanticipated revenue received from a donation for the RSVP program.

Julie Thompson ext 6709
PREPARED BY:
ANALYST

2011 AUG 29 PM 5 00
CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING
RECEIVED

Bonnie E. Hinson 8/10/11
ELECTED OFFICIAL OR DEPARTMENT HEAD

DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

August 23, 2011 Regular BoCC Meeting
Agenda Item #48

Title
CHOICES: Budget Amendment to Move Monies to CHOICES (Amended)

Amount
$3,400,000.00

Description
Request approval of this Budget Amendment to move monies from Appropriated Reserves to CHOICES to cover expenses for the remainder of FY11.

Recommendation
Approve the Budget Amendment to move monies from Appropriated Reserves to CHOICES to cover expenses for the remainder of FY11.

Alternative(s)
Reject the Budget Amendment

Requested By
Elmira Warren/Bonnie Hinson

Originating Department
Community Support Services

Attachment(s) Description
Budget Amendment Reserves Spreadsheet

Documents Requiring Action
Budget Amendment

Executive Summary
This is a request to move monies from Appropriated Reserves to CHOICES to cover expenses for the remainder of FY11.

Background
The CHOICES program membership has grown at a rate of over 20% for the past two years. This growth and health care cost increases has increased the expenses for Medical, Pharmacy and Dental Claims. This request will allow amounts held in the CHOICES Fund Balance to be used for these increasing claims costs and associated costs of managing the CHOICES Program.

Issues
Without this funding contracted obligations will not be met.

Fiscal Recommendation
Approve the Budget Amendment. There are sufficient funds in the CHOICES Reserves to allow for this.

Fiscal Alternative(s)
Do not approve the Budget Amendment

Funding Sources
Indigent Surtax

Account Code(s)
010

Attachment: Reserve adj FY11 CHOICES.pdf
Attachment: choices BA 3400.pdf

ALACHUA COUNTY, BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT

FOR OMB USE ONLY	
OMB REFERENCE #	BC11-228
GROUP NUMBER	
PERIOD/DATE	

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	CHOICES Program	Community Support Services	Other Uses/Approriated Reserves	010-2925-590.99-20		(3,400,000)
2	CHOICES Program	Community Support Services	Contractual Svs	**010-2926-562-34-10**		1,400,000
3	CHOICES Program	Community Support Services	Operating Supplies/Medical	**010-2926-562-52-50**		1,000,000
4	CHOICES Program	Community Support Services	Contractual Svs	**010-2927-562-34-10**		1,000,000
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ALACHUA COUNTY OMB

USE WHOLE DOLLARS ONLY.

REVENUE/EXPENSE COLUMN TOTALS	0	0
COMBINED TOTAL		0

REASON FOR AMENDMENT:

To increase CHOICES budget moving from approriated reserves to finish out the remainder of the FY11.

Julie Thompson ext 6709
PREPARED BY:

VALINSKI
ANALYST

2011 AUG 25 PM 5 47
CLERK OF CIRCUIT COURT
FINANCE & ACCOUNTING
RECEIVED

Bonnie E. Hanson 8/10/11
ELECTED OFFICIAL OR DEPARTMENT HEAD

Suzanne Gable
DIRECTOR - OFFICE OF MANAGEMENT AND BUDGET

CHAIR OR COUNTY MANAGER

Alachua County Board of County Commissioners
Reserves: CHOICES
FY11
010-2925-590-99-20

Item Description	Department/ Constitutional Office	Date Approved	Pending Approval	Amount	Reserve Balance
Budgeted Beginning Balance					$ -
Carryforward	Community Support Services	11/4/2010		$ 40,707,474	$ 40,707,474
Growth in membership & increase in health care costs	Community Support Services		8/23/2011	$ 3,400,000	$ 37,307,474

August 23, 2011 Regular BoCC Meeting
Agenda Item #49

Title
CHOICES Enrollment Update

Amount
N/A

Description
CHOICES Health Services Program Enrollment Update

Recommendation
CHOICES Health Services Program Enrollment Update

Alternative(s)
Do not accept the CHOICES Health Services Program Enrollment Update

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

Originating Department
Community Support Services

Attachment(s) Description
CHOICES Update July 2011

Documents Requiring Action
None

Executive Summary
CHOICES Health Services Program Enrollment Update

Background
During the March 11, 2008 BOCC meeting, CHOICES Health Services Program Updates was requested

Issues
None

Fiscal Recommendation
Sufficient funds have been budgeted for the CHOICES Health Services Program in the FY10/11 Budget

Fiscal Alternative(s)
None

Funding Sources
Indigent Health Care Sales Surtax

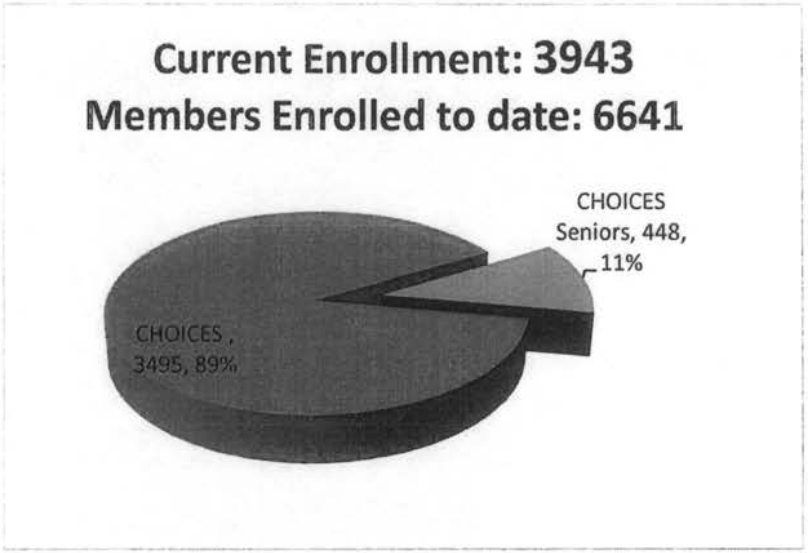
Account Code(s)
010-2925

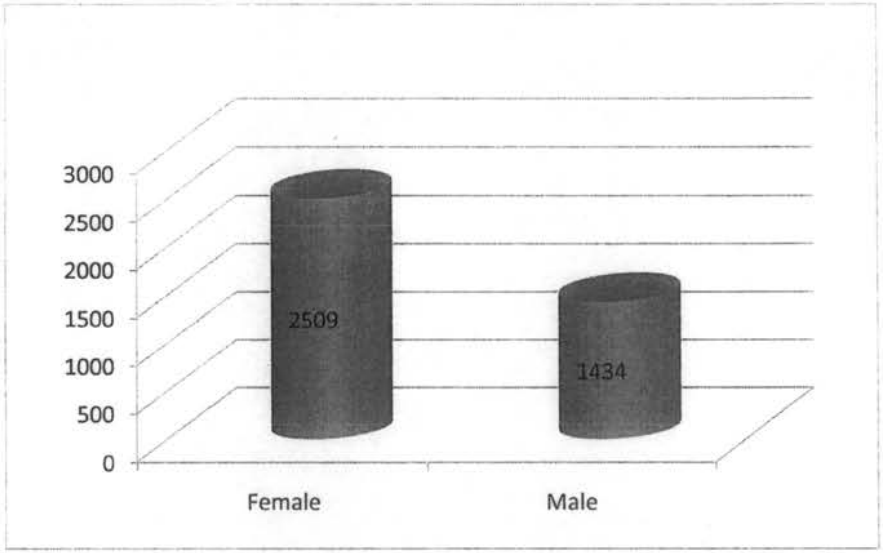
Attachment: CHOICES update.pdf

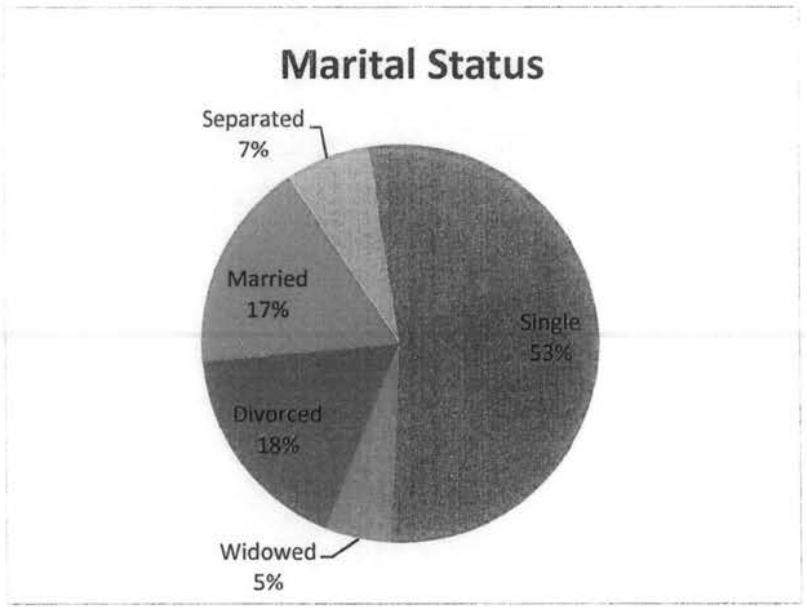
July 2(

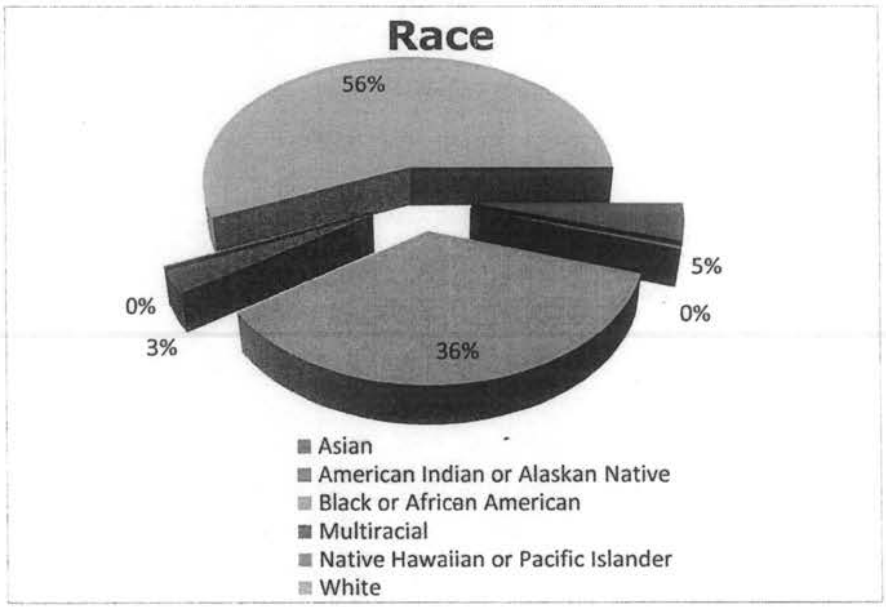
Alachua County's Department of Community Support Services
CHOICES Health Services Program Enrollment Update
Data as of: July 22, 2011

Current Member Enrollment: **3943** Senior Dental: **448** Membership Year to Date: **6641**









August 23, 2011 Regular BoCC Meeting
Agenda Item #50

Title
Real Estate Sales Contract for 3713 S.E. 14th Terrace (Amended)

Amount
$100,000.00

Description
Request Approval of the NSP (Neighborhood Stabilization Program) Real Estate Sales Contract for 3713 SE 14th Terrace, Gainesville, FL

Recommendation
Approve the offer from Buyer A submitted for 3713 SE 14th Terrace and approve the form of the deed for the offer.

Alternative(s)
Approve offer from Buyer B submitted for 3713 SE 14th Terrace and approve the form of the deed for the offer.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
NSP Real Estate Sales Agreements (2) NSP Final Property Conveyance Ordinance Deed for Buyer A Deed for Buyer B 3713 Buyer Matrix

Documents Requiring Action
NSP Real Estate Sales Agreement Applicable deed

Executive Summary
Alachua County has received two full price offers by the advertised deadline for NSP home, located at 3713 SE 14th Terrace. The availability of this home for sale was advertised in accordance with the Alachua County NSP Property Conveyance Ordinance. Both buyers meet all program requirements. Staff is presenting both offers to the Board for consideration. Staff is requesting that the Board select and approve the offer from Buyer A. See Buyer Matrix for details on the differences of each offer.

Background
Alachua County received a federal grant from the State of Florida Department of Community Affairs to acquire, rehab, and resell foreclosed properties to income eligible households who qualify for the Neighborhood Stabilization Program. This home was advertised for sale beginning July 12, 2011 through August 2, 2011. Two offers were received for 3713 SE 14th Terrace, both at full asking price, based upon the after rehab appraised value.

Issues
The Board is authorized by the Neighborhood Stablization Property Conveyance Ordinance to make the final decision as to which offer to accept. The Alachua County NSP Housing Assistance Plan states that assistance will be provided on a first-come-

first-qualified, first served basis. Buyer A's complete offer was submitted before Buyer B. For this reason, staff is recommending approval of the offer from Buyer A. Time is of the essence as both offers expire by August 26, 2011.

Fiscal Recommendation
This recommendation has no adverse fiscal impact.

Fiscal Alternative(s)
Not applicable.

Funding Sources
Alachua County Neighborhood Stabilization Program

Account Code(s)
Net proceeds from the sale of this home will be deposited into Fund 203.

Attachment: Buyer A Gordon Real Estate Contract 3713 SE14THTER Revised.pdf
Attachment: 3713 Buyer Matrix.pdf
Attachment: Buyer A Gordon Deed 3713 SE 14th Terrace revised.pdf
Attachment: Buyer B Webb Deed 3713 SE 14th Terrace revised.pdf
Attachment: Final NSP Property Conveyance Ordinance.pdf
Attachment: Buyer B Real Estate Contract Webb 3713 SE14THTER.pdf

ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE NO. 2010-27

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, REPEALING CHAPTER 31, PROFESSIONAL SERVICES CONTRACTS; AND CREATING CHAPTER 31, ALACHUA COUNTY NEIGHBORHOOD STABILIZATION PROPERTY CONVEYANCE ORDINANCE, AS AUTHORIZED BY THE HOUSING AND ECONOMIC RECOVERY ACT OF 2008; PRESCRIBING DISPOSITION STANDARDS TO BE USED BY THE COUNTY IN SELLING AND CONVEYING REAL PROPERTY PURSUANT TO THE NSP AND SECTION 125.35(3), F.S.; PROVIDING A SEVERABILITY CLAUSE, FOR INCLUSION IN THE CODE, SCRIVENER'S ERROR AND A REPEALING CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 31, Professional Services Contracts, Alachua County Code of Ordinances, is preempted by State law section 287.055, F.S. and should be deleted; and

WHEREAS, Section 125.35, Florida Statutes, provides general provisions regarding how the County acquires and disposes of real property; and

WHEREAS, the Housing and Economic Recovery Act of 2008 established the Neighborhood Stabilization Program (NSP) to assist in the stabilization of communities through acquisition, rehabilitation and resale of foreclosed properties; and

WHEREAS, under the NSP, the United States Department of Housing and Urban Development allocated approximately $91 million to the Florida Department of Community Affairs in order to assist areas throughout the state that were severely impacted by the foreclosure crisis; and

WHEREAS, Alachua County received from the Florida Department of Community Affairs a grant to assist households through the resale of homes or rental alternatives; loans may be provided to applicants with incomes not exceeding 120 percent of the area median and

WHEREAS, the Act, the NSP Grant Agreement, federal rules under the Community Development Block Grant program, and other related regulations provide the standards and conditions for acquisition, improvement and disposition of properties acquired pursuant to the NSP; and

WHEREAS, Section 125.35(3), Florida Statutes, provides that the County may enact an ordinance regulating acquisition and disposition of real property.

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

SECTION 1. The Board of County Commissioners of Alachua County finds and declares that all statements in the preamble of this ordinance are true and accurate.

SECTION 2. Repeal of Ordinance. Chapter 31 of the Alachua County Code, Professional Service Contracts, is hereby repealed in its entirety.

SECTION 3. Creation of Ordinance. Chapter 31 of the Alachua County Code is hereby created as follows:

Sec. 31.20. Short title.

This Chapter shall be known and cited as the "Alachua County NSP Property Conveyance Ordinance."

Sec. 31.21. Eligibility and qualification standards.

(a) The Neighborhood Stabilization Program (NSP) governs eligibility and qualification standards which address the disposition of properties acquired pursuant to the NSP.

(b) The NSP eligibility criteria dictate that any property that the County acquires pursuant to the NSP may be sold only to buyers who meet the following criteria:

1. Any NSP property that the County makes available for re-sale shall be conveyed only to a buyer whose income does not exceed one hundred twenty percent (120%) of the area median income for Alachua County, adjusted for size of household, as established by HUD.

2. Any residential property that the County sells shall be financed through conventional or other private-sector mortgage financing.

3. Any residential property that the County acquires under the NSP shall be sold only to a buyer that meets both the NSP qualification guidelines and any other credit and underwriting guidelines that the first mortgage lender may impose.

4. Any residential property that the County acquires for the purpose of re-sale must conform to the homebuyer requirements identified in the Alachua County NSP Housing Assistance Plan.

(c) Nothing in this ordinance precludes the granting of down-payment assistance or other assistance that the County or any other public agency may make available to an eligible buyer under any such assistance program.

Sec. 31.22. Notice of availability of NSP properties.

(a) Notice of the availability of NSP properties for sale shall be provided via the County website, county-wide press release, advertisement, publication or other reasonable methods.

(b) The County shall disseminate information about the NSP and as to how to acquire NSP property through educational outreach programs established by the Alachua County Housing Program.

Sec. 31.23. Manner by which a property may be acquired from the County.

(a) A buyer shall acquire an NSP property pursuant to the procedures set forth in the Alachua County NSP Housing Assistance Plan.

(b) For the protection of the buyer, the buyer shall be represented by a State of Florida licensed realtor. The realtor shall submit all offers. Buyer is encouraged to select a realtor and lender with knowledge of NSP procedures.

(c) Offers, contingencies and addenda are subject to review and approval by County.

Sec. 31.24. Final action.

(a) The sales contract shall be presented to the Board for final action. The County shall provide notice to all interested persons of its intent to consider final action on the sale and conveyance of NSP property.

(b) Final action of disposition of property, via acceptance or rejection of the sales contract, shall be taken only at a regular meeting of the Board. Objections to final action shall be made at that Board meeting prior to final action.

Sec. 31.25. Adherence to the governing comprehensive plan.

In the disposition of real property the County shall adhere to the governing comprehensive plan and zoning ordinances.

Sec. 31.26. Signature authority.

(a) The Board authorizes the County Manager, the Deputy County Manager, or the Assistant County Manager to execute any documents required to complete the sale after the sales contract is approved by the Board.

(b) The Board authorizes the Chair to execute County Deeds, and to correct scrivener's errors, for all NSP properties approved for sale by the Board, provided that the Board has approved the form of the deed for that buyer.

Sec. 31.27. Minimum criteria for conveyance or rental of a NSP Property

(a) The County shall advertise the availability of each home. Program guidelines, eligibility considerations, and buyer qualification information shall be available.

(b) NSP property shall be sold at an amount equal to or less than the cost to acquire the residential property, plus the cost to rehabilitate that property, plus any reasonable carrying costs that the NSP rules or regulations or the NSP Grant Agreement allow.

(c) Any NSP residential property for sale shall be sold only to a buyer whose income does not exceed one hundred twenty percent (120%) of the area median income for Alachua County, adjusted for size of household, as established by HUD.

(d) Pursuant to the County's NSP Rental Strategy, an NSP property shall be rented only to a tenant whose household income does not exceed fifty percent (50%) of the area median income, adjusted for size of household, as established by HUD.

(e) If the Board finds and declares that a quasi-governmental agency is presently able and eligible to rent property in accordance with the NSP Housing Assistance Program, then the Board may convey NSP properties to the agency without engaging in a competitive process, but it shall abide by the terms of the NSP Housing Assistance Plan when determining price and mortgage terms.

(f) The Board may convey NSP properties to a non-profit tax- exempt organization so that it may rent the properties in accordance with the NSP Program, but the organization shall be selected through a competitive process. The County shall abide by the terms of the NSP Housing Assistance Plan when determining price and mortgage terms.

SECTION 4. 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 5. 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 6. Repealing Clause. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 7. 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 23rd day of November, 2010.

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

By: _____
Lee Pinkoson, Chair

ATTEST:

_____
J. K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

_____
County Attorney

APPROVED AS TO CORRECTNESS

_____
Growth Management Department

3713 NSP Buyer	Date Initial Offer Received	Date/Time Complete Offer Received	Income Eligibility	Eligible for Amount of deferred payment loan	Homebuyer Education Course Taken
Buyer A	7/13/2011	July 22, 2011 @ 10:27 a.m.	Low Income	$20,000	Yes
Buyer B	July 20, 2011	July 25, 2011@ 5:33 p.m.	Very Low Income	$30,000	Yes

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: August 9, 2011

MEMORANDUM

To: John Johnson, Contracts and Grants Administrator

From: Tom Webster, Housing Programs Manager TW

Subject: 3713 SE 14th Terrace NSP House Sale

Attached please find two offers for one house to be presented for Board action on August 23, 2011. I just returned from vacation and had a great time.

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors

PARTIES: Alachua County Board Of County Commission ("Seller"), and Curtis H. Gordon ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 3713 SE 14 terrace Gainesville, Fl 32641

(b) Property is located in: _____ County, Florida. Real Property Tax ID No: 16259-005-000

(c) Legal description of the Real Property: Robinson Heights 2 OR 98/684 Lot 5 OR 3958/0001

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

(d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door openers, and security gate and other access devices; and (ii) those additional items checked below. If additional details are necessary, specify below. **If left blank, the item below is not included:**

☒ Refrigerator(s)	☒ Smoke detector(s)	☐ Pool barrier/fence	☐ Storage shed
☐ Microwave oven	☐ Security system	☐ Pool equipment	☐ TV antenna/satellite dish
☒ Washer	☐ Window/wall a/c	☐ Pool heater	☐ Water softener/purifier
☒ Dryer	☐ Generator	☐ Spa or hot tub with heater	☐ Storm shutters and panels
☐ Stand-alone ice maker		☐ Above ground pool	

The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property, if necessary, are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

Buyer's Initial

2. PURCHASE PRICE (U.S. currency): ..... $ 100,000.00

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** $ 500.00

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): ☒ accompanies offer or ☐ is to be made upon acceptance (Effective Date)

or ☐ is to be made within _____ (if blank, then 3) days after Effective Date

Escrow Agent Information: Name: SUSKIN REALTY, INC. Escrow

Address: 3131 NW 13th street #6 Gainesville, FL 32609 Phone: 352-373-7513

E-mail: suskinrealty@bellsouth.net Fax: 352-373-1158

Buyer's Initial

(b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, then 3) days after Effective Date ..... $ _____

Buyer's Initial

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... $ 79,000.00

Buyer's Initial

(d) Other: NSP 2nd Mortgage ..... $ 20,000.00

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ 500.00

Buyer's Initial

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before Aug 23 2011, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or initialed this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on **September 15, 2011** ("Closing Date"), at the time established by the Closing Agent.

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5. EXTENSION OF CLOSING DATE:

(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION: Unless otherwise stated herein, Seller shall at Closing, have removed all personal items and trash from the Property and shall deliver occupancy and possession, along with all keys, garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

7. ASSIGNABILITY: (**CHECK ONE**) Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. FINANCING:

☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.

☒ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☒ FHA ☐ VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: (**CHECK ONE**): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of **$79,000.00** or _____ % of the Purchase Price, at an initial interest rate not to exceed **5.5** % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of **30** years ("Financing").

Buyer's Initial

Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

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CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Other: _____

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (**CHECK ONE**):

☒ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if blank, $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. **If special assessments may be paid in installments (CHECK ONE):**

☒ (a) **Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.**

☐ (b) **Seller shall pay the assessment(s) in full prior to or at the time of Closing.**

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.**

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,

Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES: Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting; (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.
(ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements, survey, base elevation certification, and other documents required by Buyer's lender.
(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

X. BUYER WAIVER OF CLAIMS: ***Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Assn.
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners' Insurance
- ☐ I. FIRPTA
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Pre-1978 Housing Statement (Lead Based Paint)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee-Personal Interest in Property
- ☐ BB. Binding Arbitration
- ☐ Other _____

20. ADDITIONAL TERMS: _____

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: _____ Date: 07-13-11

Buyer: _____ Date: _____

Seller: _____ Date: _____

LEE PINKOSON, CHAIR

APPROVED AS TO FORM

Seller: _____ Date: _____

ATTEST:

Buyer's address for purposes of notice

_____

_____

_____

K. K. IRBY, CLERK

Seller's address for purposes of notice

ASSISTANT COUNTY ATTORNEY

_____

_____

_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Leslie Suskin

Cooperating Sales Associate, if any

Listing Sales Associate

SUSKIN REALTY, INC.

Cooperating Broker, if any

Listing Broker

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Comprehensive Rider to the Residential Contract For Sale And Purchase

FloridaRealtors

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between **Alachua County Board Of County Commission** (SELLER) and **Curtis H. Gordon** (BUYER) concerning the Property described as **3713 SE 14 terrace Gainesville, Fl 32641 Robinson Heights 2 OR 98/684 Lot 5 OR 3958/0001**

Buyer's Initials CG _____ ***Seller's Initials*** _____ _____

LEE PINKOSON, CHAIR

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. **DEFINITIONS:**
   (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2010 ed.), to which this Rider is attached and intended to amend.
   (b) "Property" is the Property which is the subject matter of this Contract.
   (c) "HUD" is the Department of Housing and Urban Development.
   (d) "Purchaser" is the Buyer named in this Contract.

2. **INSPECTIONS AND APPRAISAL:**
   In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs will not exceed $ **100.00**, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).

3. ☒ **(CHECK IF APPLICABLE) FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $ **100,000.00**. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.
   (a) Fees, Prepayments: Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of $_____ ($100.00 if left blank).
   (b) Appraisal Repairs: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
   (c) Certification: We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. ☐ **(CHECK IF APPLICABLE) VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the

(SEE CONTINUATION)

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E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

amount of reasonable value established by the U.S. Department of Veterans Affairs.

(a) Fees, Prepayments: Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) Appraisal Repairs: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. ELECTION TO PROCEED WITH CONTRACT: In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

BUYER	Date 7-13-11	SELLER	Date
		LEE PINKOSON, CHAIR	
BUYER	Date	SELLER	Date
BROKER	Date 7/13/2011	BROKER	Date

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

ATTEST:

J. K. IRBY, CLERK

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Contract Addendum

The following is an addendum to the "AS IS" Residential Contract for Sale and Purchase (the "Contract") entered into between the Alachua County Board of County Commissioners (the "Seller") and ("Buyer") for property located at: Gainesville, Florida 32641 (the "Property").

1) Seller shall not be liable to Closing Agent or Escrow Agent for attorney's fees or costs, but shall be liable for title insurance fees.

2) Seller shall not have any duty to indemnify arising out of the contract.

3) In any litigation arising out of the Contract, Seller and Buyer shall bear their own attorney's fees and costs.

4) A survey performed by Seller is attached hereto at **EXHIBIT A** for purposes of disclosure only. No representations of accuracy or correctness are provided by Seller.

5) In the event of default by Seller, the Buyer's sole remedy is the return of the initial deposit. No other remedies, at law or equity, shall be allowed.

6) In the event of default by Buyer, the Seller's sole remedy shall be the retention of the initial deposit. No other remedies, at law or equity, shall be allowed.

7) Seller shall convey title to the Property by County Deed substantially in the form set forth in section 125.411, Florida Statutes.

Buyer

6-13-11
Date

Date

Seller

Chair
Alachua County Board of County Commissioners

LEE PINKOSON, CHAIR

Attest J.K. Irby, Clerk

Approved at to Form, Alachua County Attorney

Attachment: Exhibit A, Survey

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #16259-005-000
Robinson Heights Subdivision Unit 2
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this ___ day of _____, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, ("Grantor"), whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, and Curtis H. Gordon, ("Grantee"), whose mailing address is 3713 SE 14th Terrace, Gainesville, Florida 32641.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, paid by Grantee to Grantor, receipt of which is hereby acknowledged, does hereby convey and transfer unto the Grantee, his successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

> Lot Five (5), ROBINSON HEIGHTS UNIT 2, according to the Declaration of Condominium thereof, as recorded in Official Records Book 98, Page 684, of the Public Records of Alachua County, Florida.
>
> Parcel Identification Number: 16259-005-000

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

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

ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk of Circuit Court

APPROVED AS TO FORM

RL

_____
County Attorney

FOR APPROVAL AS TO "FORM ONLY" FOR THIS PARTICULAR BUYER.

ACTUAL EXECUTION OF THIS DEED SHOULD NOT TAKE PLACE SOONER THAN 5 CALENDAR DAYS PRIOR TO THE SCHEDULED CLOSING DAY.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is" Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is"

PARTIES: Alachua County Board of County Commissioners ("Seller"), and Natalie D. Webb ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

I. DESCRIPTION:

(a) Legal description of the Real Property located in Alachua County, Florida: _____

(b) Street address, city, zip, of the Property: 3713 SE 14 Terr Gainesville, FL 32641

(c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless specifically excluded below.

Other items included are: _____, range hood, central H/C

Items of Personal Property (and leased items, if any) excluded are: _____

II. PURCHASE PRICE (U.S. currency): ..... $ 100,000

PAYMENT:

(a) Deposit held in escrow by U.S. Title ("Escrow Agent") in the amount of (checks subject to clearance) $ 1,000

Escrow Agent's address: 2622 NW 43 St, B-2 Phone: 372-7000

(b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of ..... $ 0

(c) Financing in the amount of ("Loan Amount") see Paragraph IV below ..... $ 68,000

(d) Other NSP 2nd Mortgage ..... $ 30,000

(e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations ..... $ 1,000

III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

(a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before Aug. 26, 2011, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. **Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.**

(b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for acceptance of this offer or, if applicable, the final counteroffer.

IV. FINANCING:

☐ (a) This is a cash transaction with no contingencies for financing;

☑ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase the Property ("Loan Approval") within 20 days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): ☑ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to exceed 5.25 %, and for a term of 30 years. Buyer will make application within 5 days (if blank, then 5 days) after Effective Date.

BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; **notify Seller in writing of receipt of Loan Approval by Loan Approval Date;** satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney, real estate licensee(s), and Closing Agent.

SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.

DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided however, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be returned to Buyer.

☐ (c) Assumption of existing mortgage (see rider for terms); or

☐ (d) Purchase money note and mortgage to Seller (see "As Is" Standards B and K and riders; addenda; or special clauses for terms).

V. TITLE EVIDENCE: At least 5 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by: (CHECK ONLY ONE): ☑ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or ☐ (2) Buyer at Buyer's expense.

(CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on or before Oct 20 2011 ("Closing"), unless modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners' insurance. If such conditions continue more than 14 days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that ~~there exists at Closing no violation of the foregoing and~~ none prevent use of the Property for as zoning permits purpose(s).

VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☑ may not assign this Contract.

XI. DISCLOSURES:

(a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments, as of Closing, shall be paid as follows: ☑ **by Seller at closing** ☐ **by Buyer (if left blank, then Seller at Closing).** If the amount of any assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the last estimate or assessment for the improvement by the public body.

(b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

(c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

(f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.**

(h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

XII. MAXIMUM REPAIR COSTS: **DELETED**

XIII. HOME WARRANTY: ☐ Seller ☐ Buyer ☑ N/A will pay for a home warranty plan issued by —
at a cost not to exceed $ —.

XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: *(a) Buyer shall have* 10 *days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract; and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.*

XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:
☐ CONDOMINIUM ☑ VA/FHA ☐ HOMEOWNERS' ASSN. ☑ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE
☐ INSULATION ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☑ Addenda
Special Clause(s): _____

XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a copy of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR. Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

[signature] 7/20/11 _____ _____
(BUYER) (DATE) (SELLER) (DATE)

_____ _____ _____ _____
(BUYER) (DATE) (SELLER) (DATE)

Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____

[illegible] 1510 S E 12th Pl Gville, FL 32641

(352) 219-5463 _____ Phone _____ Phone

BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with this Contract:

Name: Bosshardt Rlty Svc, LLC / Davonda Brown NA
Cooperating Brokers, if any Listing Broker

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this "AS IS" Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: DELETED

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

I. TIME: Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgagee assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

M. (RESERVED - purposely left blank)

N. INSPECTION AND REPAIR: DELETED

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract, and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the following

closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer; ***(2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property; (3) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; (4) Seller has no knowledge of any repairs or improvements made to the Property without compliance with governmental regulation which have not been disclosed to Buyer.***

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

Z. BUYER WAIVER OF CLAIMS: ***Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.***

BOSSHARDT REALTY SERVICES

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Alachua County Board of County Commissioners (SELLER) and Natalie D. Webb (BUYER) concerning the Property described as 3713 SE 14 Terr Gainesville, FL 32641

Buyer's Initials _____ _____ *Seller's Initials* _____ _____

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. **DEFINITIONS:**
   (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2010 ed.), to which this Rider is attached and intended to amend.
   (b) "Property" is the Property which is the subject matter of this Contract.
   (c) "HUD" is the Department of Housing and Urban Development.
   (d) "Purchaser" is the Buyer named in this Contract.

2. **INSPECTIONS AND APPRAISAL:**
   In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs will not exceed $"as is contract", which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).

3. ☑ **(CHECK IF APPLICABLE) FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $ 68,000. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.
   (a) **Fees, Prepayments:** Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of $ 100.00 ($100.00 if left blank).
   (b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
   (c) **Certification:** We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. ☐ **(CHECK IF APPLICABLE) VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the

(SEE CONTINUATION)

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E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

amount of reasonable value established by the U.S. Department of Veterans Affairs.

(a) **Fees, Prepayments:** Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. **ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

BUYER	Date 7/20/11	SELLER	Date
BUYER	Date	SELLER	Date
BROKER	Date 7/20/11	BROKER	Date

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Environmental Addendum to the Residential Contract for Sale and Purchase

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract for Sale and Purchase between Alachua County Board of County Commissioners (SELLER) and Natalie D. Webb (BUYER).

If initialed by all parties, the clauses below will be incorporated into the Florida

Buyer's Initials _____ _____ *Seller's Initials* _____ _____

Date 7/20/11 *Date* _____

Throughout the State of Florida there are existing Super Fund Sites as well as other sites that are subject to environmental contamination. Within the City of Gainesville and Alachua County there is an existing Super Fund site, as well as other sites that are subject to environmental contamination. The location of such sites and the degree and scope of contamination related to such sites may affect properties in proximity to such sites and could materially impact the value of such properties. Information regarding the location of Super Fund sites and other contaminated sites, and the extent of such contamination can be found, from among other information sources, at http://www.epa.gov, http://www.epa.gov/superfund, http://www.epa.gov/region4/waste/npl/nplfln/cabkopfl.htm, http://www.alachuacounty.us/Depts/EPD/Pollution/Pages/CabotKoppersSuperfund.aspx, http://www.alachuacounty.us/Depts/EPD/Pollution/Pages/SoilData.aspx, and from a review of City of Gainesville Ordinance # 0-05-70 and Ordinance # 0-04-44.

If you have any questions concerning the foregoing information, please seek the advice of an attorney or other professional dealing in environmental matters.

Gainesville-Alachua County Association of REALTORS® - All Rights Reserved

Contract Addendum

The following is an addendum to the "AS IS" Residential Contract for Sale and Purchase (the "Contract") entered into between the Alachua County Board of County Commissioners (the "Seller") and **Natalie Webb** ("Buyer") for property located at: **3713 SE 14th Terrace, Gainesville, FL 32641** (the "Property").

1) Seller shall not be liable to Closing Agent or Escrow Agent for attorney's fees or costs, but shall be liable for title insurance fees.

2) Seller shall not have any duty to indemnify arising out of the contract.

3) In any litigation arising out of the Contract, Seller and Buyer shall bear their own attorney's fees and costs.

4) A survey performed by Seller is attached hereto at **EXHIBIT A** for purposes of disclosure only. No representations of accuracy or correctness are provided by Seller.

5) In the event of default by Seller, the Buyer's sole remedy is the return of the initial deposit. No other remedies, at law or equity, shall be allowed.

6) In the event of default by Buyer, the Seller's sole remedy shall be the retention of the initial deposit. No other remedies, at law or equity, shall be allowed.

7) Seller shall convey title to the Property by County Deed substantially in the form set forth in section 125.411, Florida Statutes.

Buyer

7/25/11
Natalie D. Webb, Buyer Date

Davonda Brown 7/25/11
Bosshardt Realty Services, Inc., Cooperating Broker Date

Seller

Chair
Alachua County Board of County Commissioners

Attest: J.K. Irby, Clerk

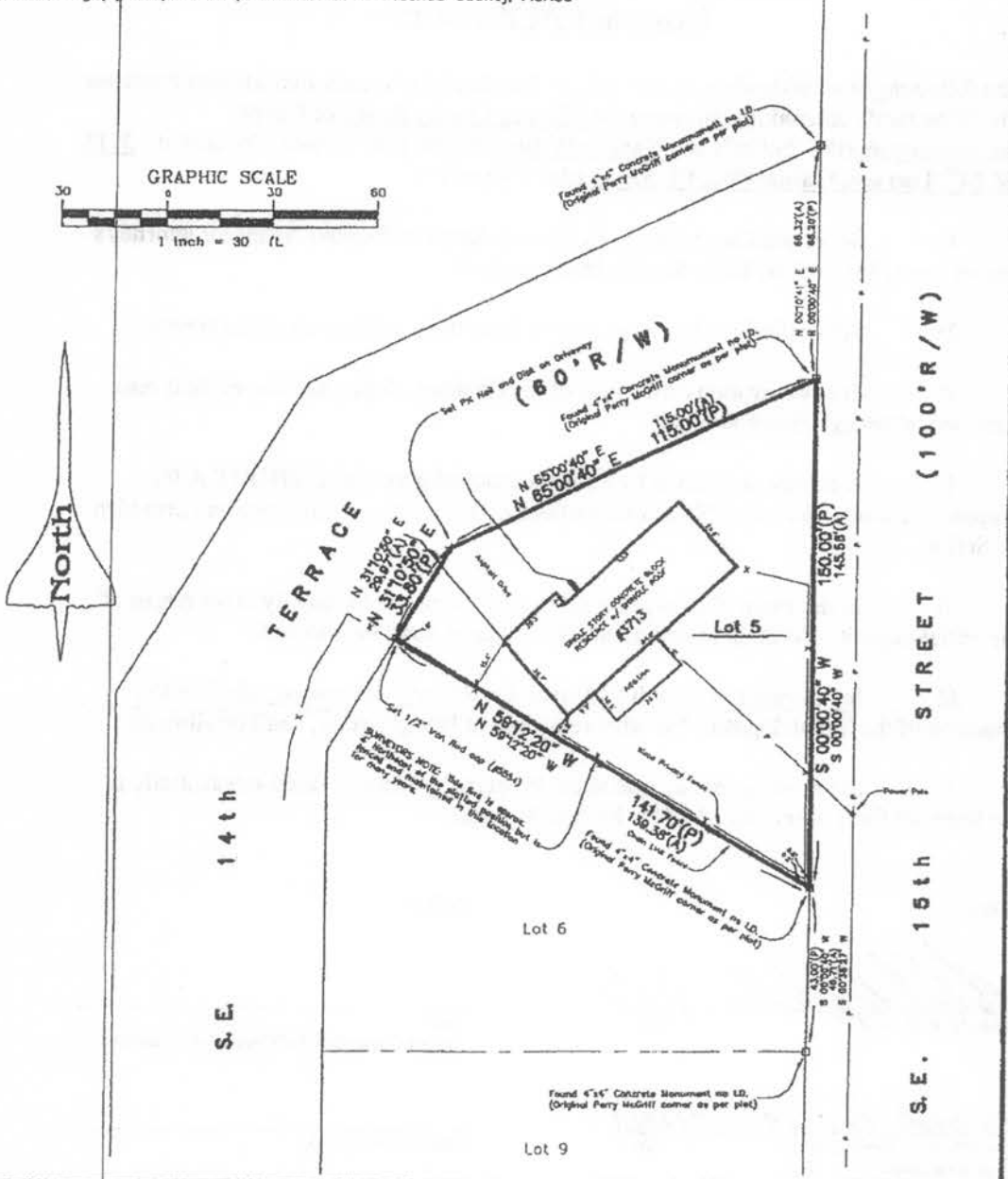
Approved at to Form, Alachua County Attorney

Attachment: Exhibit A, Survey

BOUNDARY SURVEY

DESCRIPTION:

Lot 5 of "ROBINSON HEIGHTS UNIT 2" according to the plat thereof as recorded in Official Records Book 98, Page(s) 684, of the public records of Alachua County, Florida



SURVEYORS CERTIFICATION TO: Neighborhood Stabilization Program; Alachua County BOCC;

I hereby certify that the map shown hereon is a true and correct representation of a Field Survey conducted under my supervision and that said map does conform in content with the minimum technical standards as set forth by the Board of Professional Surveyor and Mappers in Chapter 61G17-6 of the Florida Administrative Code pursuant to Section 472.027 of the Florida Statutes.

BY: _____ Date Signed 04-16-10 DATE OF FIELD SURVEY: April 9, 2010

Roger L. Mullins Professional Surveyor and Mapper Florida Registration #5554

Lands shown hereon Are in Flood Zones "X" as scaled from F.I.R.M. Panel No. 120001-0450-D

Flood Zone Delineation shown hereon is merely an opinion of this Surveyor and NOT the FINAL authority as to the actual location of these lines. Flood Zones are to be verified by County, State and Federal Government Officials.

Bearings refer to the West R/W line of S.E. 15th Street being S 00°00'40" W, Plat, Assumed.

NOTES:

1. This map is INVALID unless Signed by and Sealed by the Professional Surveyor and Mapper hereon.
2. NO underground improvements were located unless shown hereon.
3. NO Title, Ownership Rights, Easements or Liens were researched other than those shown hereon.
4. NO attempt was made to locate the Ordinary High Water Line on ANY Lake Front Property.
5. NO Wetlands or Environmentally Sensitive lands were located unless specifically stated.
6. NO attempt should be made by others to relocate the Boundary lines shown hereon from improvement tie lines without additional Boundary control or a RESURVEY.
7. THIS MAP IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

ABBREVIATION SCHEDULE

Right of Way	R/W
Official Records Book	ORB
Length	L
Identification Number	I.D.
Deed Measurement	(D)
Actual Measurement	(A)
Plat Measurement	(P)
Acres more or less	Ac.±

Not to Scale	N
Iron Corner	O
Concrete Monument	⊟
Power Line	P P
Fence Line	X X
Centerline	

Roger L. Mullins PSM
(352)473-9495 FAX(352)473-8328
305 Sylvan Way
Keystone Heights, Florida 32656

Project # D1010 Drawn By: RLM

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #16259-005-000
Robinson Heights Subdivision Unit 2
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this ___ day of _____, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, ("Grantor"), whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, and Natalie D. Webb, ("Grantee"), whose mailing address is 3713 SE 14th Terrace, Gainesville, Florida 32641.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, paid by Grantee to Grantor, receipt of which is hereby acknowledged, does hereby convey and transfer unto the Grantee, her successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

> Lot Five (5), ROBINSON HEIGHTS UNIT 2, according to the plat thereof as recorded in Official Records Book 98, Page 684, of the Public Records of Alachua County, Florida.
>
> Parcel Identification Number: 16259-005-000

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

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

ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

FOR APPROVAL AS TO "FORM ONLY" FOR THIS PARTICULAR BUYER.

ACTUAL EXECUTION OF THIS DEED SHOULD NOT TAKE PLACE SOONER THAN 5 CALENDAR DAYS PRIOR TO THE SCHEDULED CLOSING DAY.

August 23, 2011 Regular BoCC Meeting
Agenda Item #51

Title
NSP Real Estate Sales Contract for 3009 NE 11th Terrace (Amended)

Amount
$85,000.00

Description
Request Approval of the NSP (Neighborhood Stabilization Program) Real Estate Contracts for 3009 NE 11th Terrace

Recommendation
Approve the Neighborhood Stabilization Program Real Estae Contracts for 3009 NE 11 Terrace, an offer from Buyer C and approve the form of the deed.

Alternative(s)
1. Approve the offer from Buyer A and approve the form of the deed. 2. Approve the offer from Buyer B and approve the form of the deed.

Requested By
Tom Webster, Housing Programs Manager

Originating Department
Growth Management

Attachment(s) Description
Buyer A Real Estate Sales Agreement Buyer B Real Estate Sales Agreement Buyer C Real Estate Sales Agreement Buyer A Deed 3009 NE 11th Terrace Buyer B Deed 3009 NE 11th Terrace Buyer C Deed 3009 NE 11th Terrace 3009 Buyer Matrix

Documents Requiring Action
NSP Real Estate Sales Agreement Applicable form of deed

Executive Summary
Alachua County has received three full price offers from eligible buyers to purchase an NSP home located at 3009 NE 11th Terrace in Gainesville. Each offer was submitted at the full asking price of the after rehab appraised value. The availability of this home for sale was advertised in accordance with the Alachua County NSP Property Conveyance Ordinance. Staff is presenting all offers for the Board's consideration and requests that the Board accept Offer C. See Buyer Matrix for details on the differences of each offer.

Background
Alachua County received a federal grant from the State of Florida Department of Community Affairs to acquire, rehab, and resell foreclosed properties to income eligible households who qualify for the Neighborhood Stabilization Program. This home was advertised for sale beginning July 12, 2011 through August 2, 2011. Three offers were received for 3009 NE 11th Terrace, all at full asking price, based on the after rehab appraised value. The net proceeds from the sale of this home will be used to acquire, rehab, and resell more foreclosed properties in designated target areas.

Issues

The Board is authorized by the Neighborhood Stablization Property Conveyance Ordinance to make the final decision as to which offer to accept. The Alachua County NSP Housing Assistance Plan states that assistance will be provided on a first-come-first-qualified, first served basis. Buyer C's complete offer was submitted before Buyer's A and B. For this reason, staff is recommending approval of the offer from Buyer C. As Buyer A's offer was submitted before Buyer B, and as Buyer A's application is also more complete, having taken the required Home Buyer Education course, staff recommends Buyer A as an alternative. Time is of the essence in executing a contract.

Fiscal Recommendation
This recommendation has no adverse impact.

Fiscal Alternative(s)
Not applicable.

Funding Sources
Alachua County Neighborhood Stabilization Program

Account Code(s)
The net proceeds from the sale of this home will be deposited into Fund 203.

Attachment: Buyer A Deed 3009 NE 11th Terrace.PDF
Attachment: Buyer B Real Estate Sales Agreement 3009 NE 11th Terrace Revised.pdf
Attachment: Buyer C Deed NE 11th Terrace.PDF
Attachment: Buyer B Deed 3009 NE 11th Terrace.PDF
Attachment: 3009 Buyer Matrix.pdf
Attachment: Buyer A Real Estate Sales Agreement 3009 NE 11th Terrace.pdf
Attachment: Buyer C Real Estate Sales Agreement 3009 NE 11th Terrace Revised.pdf

3009 NSP Buyer	Date Initial Offer Received	Date/Time Complete Offer Received	Income Eligibility	Eligible for Amount of deferred payment loan	Homebuyer Education Course Taken
Buyer A	July 27, 2011	August 2, 12:01 p.m.	Very Low Income	$30,000	Yes
Buyer B	August 2, 2011	August 2, 2:06 p.m.	Low Income	$20,000	No
Buyer C	July 20, 2011	July 28th, 2011	Low Income	$20,000	Yes

BUYER C

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors

PARTIES: BOARD OF COUNTY COMMISSIONER OF ALACHUA COUNTY ("Seller"), and CONNIE F. BRADLEY ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: **3009 NE 11 terrace Gainesville, FL 32609**

(b) Property is located in: **Alachua** County, Florida. Real Property Tax ID No: 08202-034-000

(c) Legal description of the Real Property: **HIGHLAND COURT MANOR 2 PB F-9 LOT 34 OR 3955/0470**

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.

(d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door openers, and security gate and other access devices; and (ii) those additional items checked below. If additional details are necessary, specify below. **If left blank, the item below is not included:**

☒ Refrigerator(s)	☒ Smoke detector(s)	☐ Pool barrier/fence	☐ Storage shed
☐ Microwave oven	☐ Security system	☐ Pool equipment	☐ TV antenna/satellite dish
☒ Washer	☐ Window/wall a/c	☐ Pool heater	☐ Water softener/purifier
☒ Dryer	☐ Generator	☐ Spa or hot tub with heater	☐ Storm shutters and panels
☐ Stand-alone ice maker		☐ Above ground pool	

The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property, if necessary, are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

Buyer's Initial

2. PURCHASE PRICE (U.S. currency): ..... $ 85,000.00

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** $ 1,000.00

The initial deposit made payable and delivered to "Escrow Agent" named below

(**CHECK ONE**): ☐ accompanies offer or ☒ is to be made upon acceptance (Effective Date) or ☐ is to be made within _____ (if blank, then 3) days after Effective Date

Buyer's Initial

Escrow Agent Information: Name: **US TITLE**

Address: **NW 43 street** Phone: **352-372-7000**

Buyer's Initial

E-mail: _____ Fax: _____

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(b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, then 3) days after Effective Date ..... $ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

Buyer's Initial

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... $64,000.00

(d) Other: **NSP down payment/closing costs assistance - 2nd Mortgage** ..... $ 20,000.00

Buyer's Initial

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ 0.0

Buyer's Initial

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before **Aug 23, 2011** _____, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or initialed this offer or final counter-offer ("Effective Date").

4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on **September 29, 2011** ("Closing Date"), at the time established by the Closing Agent.

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5. EXTENSION OF CLOSING DATE:

(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within _____ (if left blank, 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION: Unless otherwise stated herein, Seller shall at Closing, have removed all personal items and trash from the Property and shall deliver occupancy and possession, along with all keys, garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

7. ASSIGNABILITY: (CHECK ONE) Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

FINANCING

8. FINANCING:

☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.

☒ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☒ FHA ☐ VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: **(CHECK ONE)**: ☒ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of **$64,000.00** or _____ % of the Purchase Price, at an initial interest rate not to exceed **5.5** % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of **30** years ("Financing").

Buyer's initial

Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Other: _____

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (**CHECK ONE**):

☒ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if blank, $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. **If special assessments may be paid in installments (CHECK ONE):**

☒ (a) **Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.**

☐ (b) **Seller shall pay the assessment(s) in full prior to or at the time of Closing.**

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.**

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,

Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES: Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting; (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements, survey, base elevation certification, and other documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

X. BUYER WAIVER OF CLAIMS: ***Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Assn.
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☒ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners' Insurance
- ☐ I. FIRPTA
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☒ P. Pre-1978 Housing Statement (Lead Based Paint)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee-Personal Interest in Property
- ☐ BB. Binding Arbitration
- ☐ Other _____

20. ADDITIONAL TERMS:

A) This offer is contingent upon buyer obtaining $20,000.00 in NSP second mortgage.

B) Buyer's time to obtain and/or object to the property's elevation if in a flood zone requiring additional insurance, shall be after full loan approval, when survey is obtained, NOT as specified in paragraph 10 (D).

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: Connie Bradley Date: 7/20/11

Buyer: _____ Date: _____

Seller: _____ Date: _____
LEE PINKOSON, CHAIR

Seller: _____ Date: _____
ATTEST:
J. K. IRBY, CLERK

Buyer's address for purposes of notice	Seller's address for purposes of notice
_____	_____
_____	_____
_____	_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

_____	N/A
Cooperating Sales Associate, if any	**Listing Sales Associate**
Suskin Realty Inc	N/A
Cooperating Broker, if any	**Listing Broker**

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors

initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between BOARD OF COUNTY COMMISSIONER OF ALACHUA COUNTY (SELLER) and CONNIE F. BRADLEY (BUYER) concerning the Property described as 3009 NE 11 terrace Gainesville, FL 32609 HIGHLAND COURT MANOR 2 PB F-9 LOT 34 OR 3955/0470

Buyer's Initials CB _____ _____ *Seller's Initials* _____ _____

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. **DEFINITIONS:**
   (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2010 ed.), to which this Rider is attached and intended to amend.
   (b) "Property" is the Property which is the subject matter of this Contract.
   (c) "HUD" is the Department of Housing and Urban Development.
   (d) "Purchaser" is the Buyer named in this Contract.

2. **INSPECTIONS AND APPRAISAL:**
   In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs will not exceed $ 100, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).

3. ☑ **(CHECK IF APPLICABLE) FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $ 85000. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.
   (a) Fees, Prepayments: Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of $_____ ($100.00 if left blank).
   (b) Appraisal Repairs: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
   (c) Certification: We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. ☐ **(CHECK IF APPLICABLE) VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the

(SEE CONTINUATION)

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E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

amount of reasonable value established by the U.S. Department of Veterans Affairs.

(a) Fees, Prepayments: Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) Appraisal Repairs: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. **ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

Connie Bradley	7/20/11		
BUYER	Date	SELLER	Date
		LEE PINKOSON, CHAIR	
BUYER	Date	SELLER	Date
BROKER	7/20/2011 Date	BROKER	Date

ATTEST:
J. K. IRBY, CLERK

APPROVED AS TO FORM

ALACHUA COUNTY ATTORNEY

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Contract Addendum

The following is an addendum to the "AS IS" Residential Contract for Sale and Purchase (the "Contract") entered into between the Alachua County Board of County Commissioners (the "Seller") and **Connie Bradley** ("Buyer") for property located at: **3009 NE 11th Terrace, Gainesville, FL 32609** (the "Property").

1) Seller shall not be liable to Closing Agent or Escrow Agent for attorney's fees or costs, but shall be liable for title insurance fees.

2) Seller shall not have any duty to indemnify arising out of the contract.

3) In any litigation arising out of the Contract, Seller and Buyer shall bear their own attorney's fees and costs.

4) A survey performed by Seller is attached hereto at **EXHIBIT A** for purposes of disclosure only. No representations of accuracy or correctness are provided by Seller.

5) In the event of default by Seller, the Buyer's sole remedy is the return of the initial deposit. No other remedies, at law or equity, shall be allowed.

6) In the event of default by Buyer, the Seller's sole remedy shall be the retention of the initial deposit. No other remedies, at law or equity, shall be allowed.

7) Seller shall convey title to the Property by County Deed substantially in the form set forth in section 125.411, Florida Statutes.

Buyer

Connie Bradley

Connie Bradley, Buyer Date 7/20/2011

Suskin Realty Inc., Cooperating Broker Date 7/20/2011

Seller

Chair
Alachua County Board of County Commissioners
LEE PINKOSON, CHAIR

Attest: J.K. Irby, Clerk

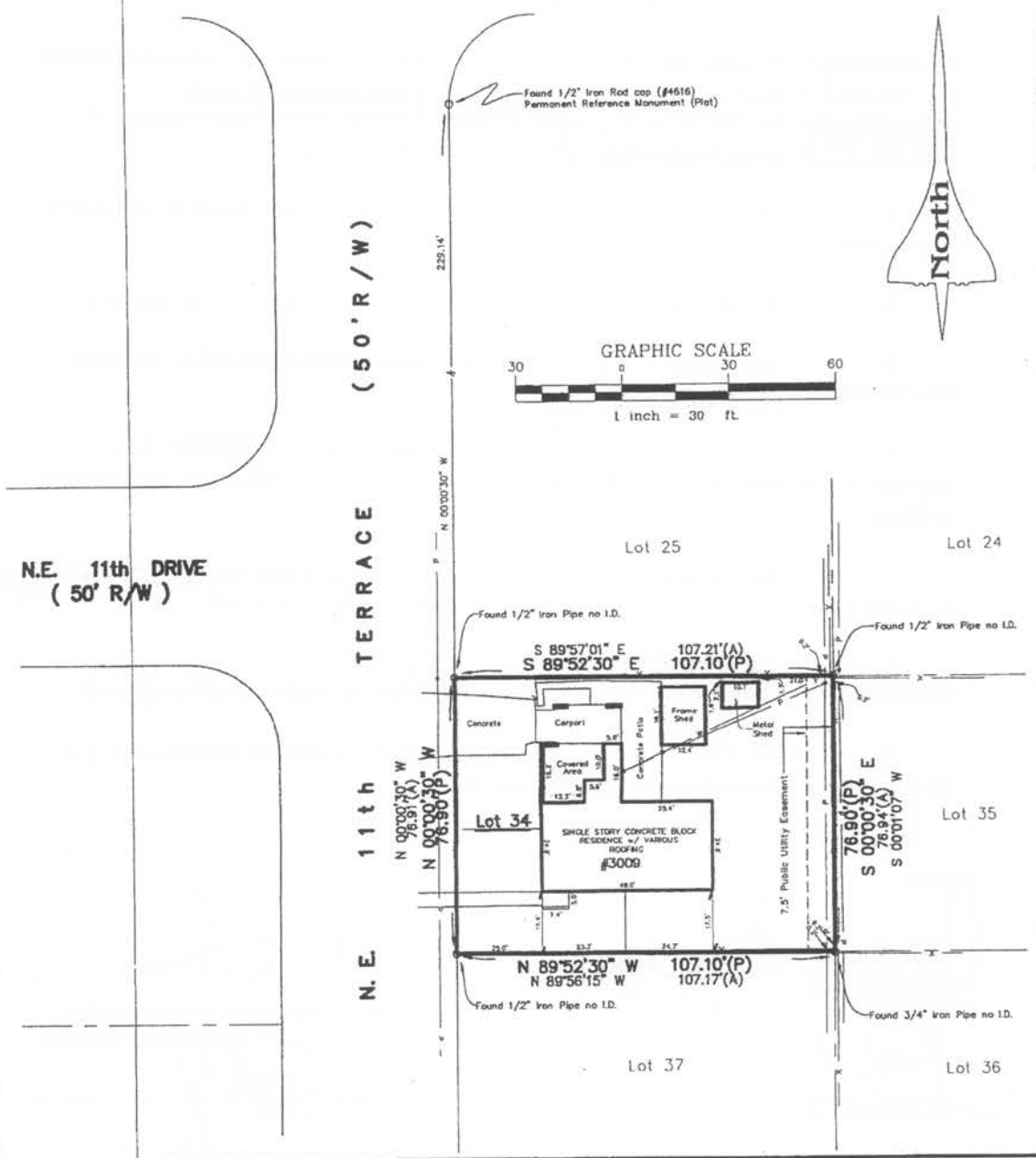
Approved at to Form, Alachua County Attorney

Attachment: Exhibit A, Survey

BOUNDARY SURVEY

DESCRIPTION:

Lot 34 of "HIGHLAND COURT MANOR UNIT NO. 2" as per plat thereof recorded in Plat Book F, Page 9 of the public records of Alachua County, Florida



SURVEYORS CERTIFICATION TO: Neighborhood Stabilization Program; Alachua County BOCC;

I hereby certify that the map shown hereon is a true and correct representation of a Field Survey conducted under my supervision and that said map does conform in context with the minimum technical standards as set forth by the Board of Professional Surveyor and Mappers in Chapter 61G17-6 of the Florida Administrative Code pursuant to Section 472.027 of the Florida Statutes.

BY: _____ Date Signed: 04-20-10 DATE OF FIELD SURVEY: April 20, 2010

Roger L. Mullins Professional Surveyor and Mapper Florida Registration #5554

Lands shown hereon line in Flood Zones "X" as scaled from F.I.R.M. Panel No. 125107-0316-D

Flood Zone Delineation shown hereon is merely an opinion of this Surveyor and NOT the FINAL authority as to the actual location of those lines. Flood Zones are to be verified by County, State and Federal Government Officials.

Bearings refer to the East R/W line of N.E. 11th Terrace being N 00°00'30" W, Plat, Assumed.

NOTES:

1. This map is INVALID unless Signed by and Sealed by the Professional Surveyor and Mapper hereon.
2. NO underground improvements were located unless shown hereon.
3. NO Title, Ownership Rights, Easements or liens were researched other than those shown hereon.
4. NO attempt was made to locate the Ordinary High Water Line on ANY Lake Front Property.
5. NO Wetlands or Environmentally Sensitive lands were located unless specifically stated.
6. NO attempt should be made by others to relocate the Boundary lines shown hereon from improvement tie lines without additional Boundary control or a RESURVEY.
7. THIS MAP IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

ABBREVIATION SCHEDULE

Right of Way	R/W
Official Records Book	ORB
Length	L
Identification Number	I.D.
Deed Measurement	(D)
Actual Measurement	(A)
Plat Measurement	(P)
Acres more or less	Ac.±

Not to Scale	N
Iron Corner	O
Concrete Monument	⊡
Power Line	P P
Fence Line	X X
Centerline	

Roger L. Mullins PSM
(352)473-9495 FAX(352)473-8328
305 Sylvan Way
Keystone Heights, Florida 32656

Project # D0610 Drawn By: RLM

This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #08202-034-000
Highland Court Manor
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this ___ day of _____, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, ("Grantor"), whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, and Connie Bradley, ("Grantee"), whose mailing address is 3009 NE 11th Terrace, Gainesville, Florida 32609.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, paid by Grantee to Grantor, receipt of which is hereby acknowledged, does hereby convey and transfer unto the Grantee, her successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

> Lot Thirty-Four (34), Unit No. 2 Highland Court Manor, according to the plat thereof as recorded in Plat Book "F" Page 9, Public Records of Alachua County, Florida.
>
> Commonly known as: 3009 NE 11th Terrace, Gainesville, FL 32609

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

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

ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk of Circuit Court

APPROVED AS TO FORM

RL

_____
County Attorney

FOR APPROVAL AS TO "FORM ONLY" FOR THIS PARTICULAR BUYER.

ACTUAL EXECUTION OF THIS DEED SHOULD NOT TAKE PLACE SOONER THAN 5 CALENDAR DAYS PRIOR TO THE SCHEDULED CLOSING DAY.

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Florida Realtors

PARTIES: BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY ("Seller"), and YVONNE RICARD ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. **PROPERTY DESCRIPTION:**
   (a) Street address, city, zip: 3009 NE 11TH TER , GAINESVILLE, FL 32609
   (b) Property is located in: ALACHUA County, Florida. Real Property Tax ID No: 08202-034-000
   (c) Legal description of the Real Property: HIGHLAND COURT MANOR 2 PB F-9 LOT 34 OR 3955/0470

   together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.
   (d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door openers, and security gate and other access devices; and (ii) those additional items checked below. If additional details are necessary, specify below. **If left blank, the item below is not included:**

[X] Refrigerator(s)	[ ] Smoke detector(s)	[ ] Pool barrier/fence	[ ] Storage shed
[ ] Microwave oven	[ ] Security system	[ ] Pool equipment	[ ] TV antenna/satellite dish
[ ] Washer	[ ] Window/wall a/c	[ ] Pool heater	[ ] Water softener/purifier
[ ] Dryer	[ ] Generator	[ ] Spa or hot tub with heater	[ ] Storm shutters and panels
[ ] Stand-alone ice maker		[ ] Above ground pool	

   The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property, if necessary, are: NO GARAGE, NO SECURITY GATES, OR ACCESS DEVICES

   Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
   (e) The following items are excluded from the purchase: NONE

2. **PURCHASE PRICE** (U.S. currency): ..... $ 86000
   (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** $ 500
   The initial deposit made payable and delivered to "Escrow Agent" named below
   (CHECK ONE): [X] accompanies offer or [ ] is to be made upon acceptance (Effective Date) or [ ] is to be made within _____ (if blank, then 3) days after Effective Date
   Escrow Agent Information: Name: US Title
   Address: 2622-B2 Nw 43rd St., Gainesville, FL 32606 Phone: (352) 372-7000
   E-mail: crystalust@bellsouth.net Fax: _____
   (b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, then 3) days after Effective Date ..... $ _____
   (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
   (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... _____
   (d) Other: NSP 2nd Mortgage NSP Funds - HAP ..... $ 30000
   (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ 54500
   NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
   (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before Aug 26, 2011, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
   (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or initialed this offer or final counter-offer ("Effective Date").

4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on October 28, 2011 ("Closing Date"), at the time established by the Closing Agent.

2011 JUL 27 AM 11:13 ALACHUA COUNTY GROWTH MGMT

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5. **EXTENSION OF CLOSING DATE:**

(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within 14 (if left blank, 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. **OCCUPANCY AND POSSESSION:** Unless otherwise stated herein, Seller shall at Closing, have removed all personal items and trash from the Property and shall deliver occupancy and possession, along with all keys, garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

7. **ASSIGNABILITY:** (**CHECK ONE**) Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. **FINANCING:**

☒ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.

☐ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☐ FHA ☐ VA loan on the following terms within _____ (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: (**CHECK ONE**): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of $ _____ or _____ % of the Purchase Price, at an initial interest rate not to exceed _____ % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ years ("Financing").

Buyer will make mortgage loan application for the Financing within _____ (if blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: N/A

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Other: N/A

(c) **TITLE EVIDENCE AND INSURANCE:** At least 3 (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (**CHECK ONE**):

☒ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ _____ (if blank, $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A will pay for a home warranty plan issued by N/A at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. **If special assessments may be paid in installments (CHECK ONE):**

☐ (a) **Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.**

☒ (b) **Seller shall pay the assessment(s) in full prior to or at the time of Closing.**

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.**

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,

Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES: Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting: (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.
(ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements, survey, base elevation certification, and other documents required by Buyer's lender.
(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

X. BUYER WAIVER OF CLAIMS: ***Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Assn.
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners' Insurance
- ☐ I. FIRPTA
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Pre-1978 Housing Statement (Lead Based Paint)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee-Personal Interest in Property
- ☐ BB. Binding Arbitration
- ☐ Other _____

20. ADDITIONAL TERMS: BUYER AND SELLER AGREE TO THE ADDITIONAL TERMS IN THE NSP SUPPLIMENTS ATTACHED

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COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: _____ Date: 7/26/11

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
PO Box 152236	
Capc Coral FL 33915	

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

KERRY CHILDERS	_____ _____
Cooperating Sales Associate, if any	**Listing Sales Associate**
COLDWELL BNKER MMPARRISH	_____
Cooperating Broker, if any	**Listing Broker**

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Contract Addendum

The following is an addendum to the "AS IS" Residential Contract for Sale and Purchase (the "Contract") entered into between the Alachua County Board of County Commissioners (the "Seller") and _____("Buyer") for property located at: **3009 NE 11th Terrace, Gainesville, FL 32609** (the "Property").

1) Seller shall not be liable to Closing Agent or Escrow Agent for attorney's fees or costs, but shall be liable for title insurance fees.

2) Seller shall not have any duty to indemnify arising out of the contract.

3) In any litigation arising out of the Contract, Seller and Buyer shall bear their own attorney's fees and costs.

4) A survey performed by Seller is attached hereto at **EXHIBIT A** for purposes of disclosure only. No representations of accuracy or correctness are provided by Seller.

5) In the event of default by Seller, the Buyer's sole remedy is the return of the initial deposit. No other remedies, at law or equity, shall be allowed.

6) In the event of default by Buyer, the Seller's sole remedy shall be the retention of the initial deposit. No other remedies, at law or equity, shall be allowed.

7) Seller shall convey title to the Property by County Deed substantially in the form set forth in section 125.411, Florida Statutes.

Buyer

Yvonne Rizard 7/26/11
Yvonne Rizard, Buyer Date

Kerry Childers 7/26/11
Kerry Childers, Coldwell Banker / M M Parrish/SP., Cooperating Broker Date

Seller

_____
Chair
Alachua County Board of County Commissioners

_____
Attest: J.K. Irby, Clerk

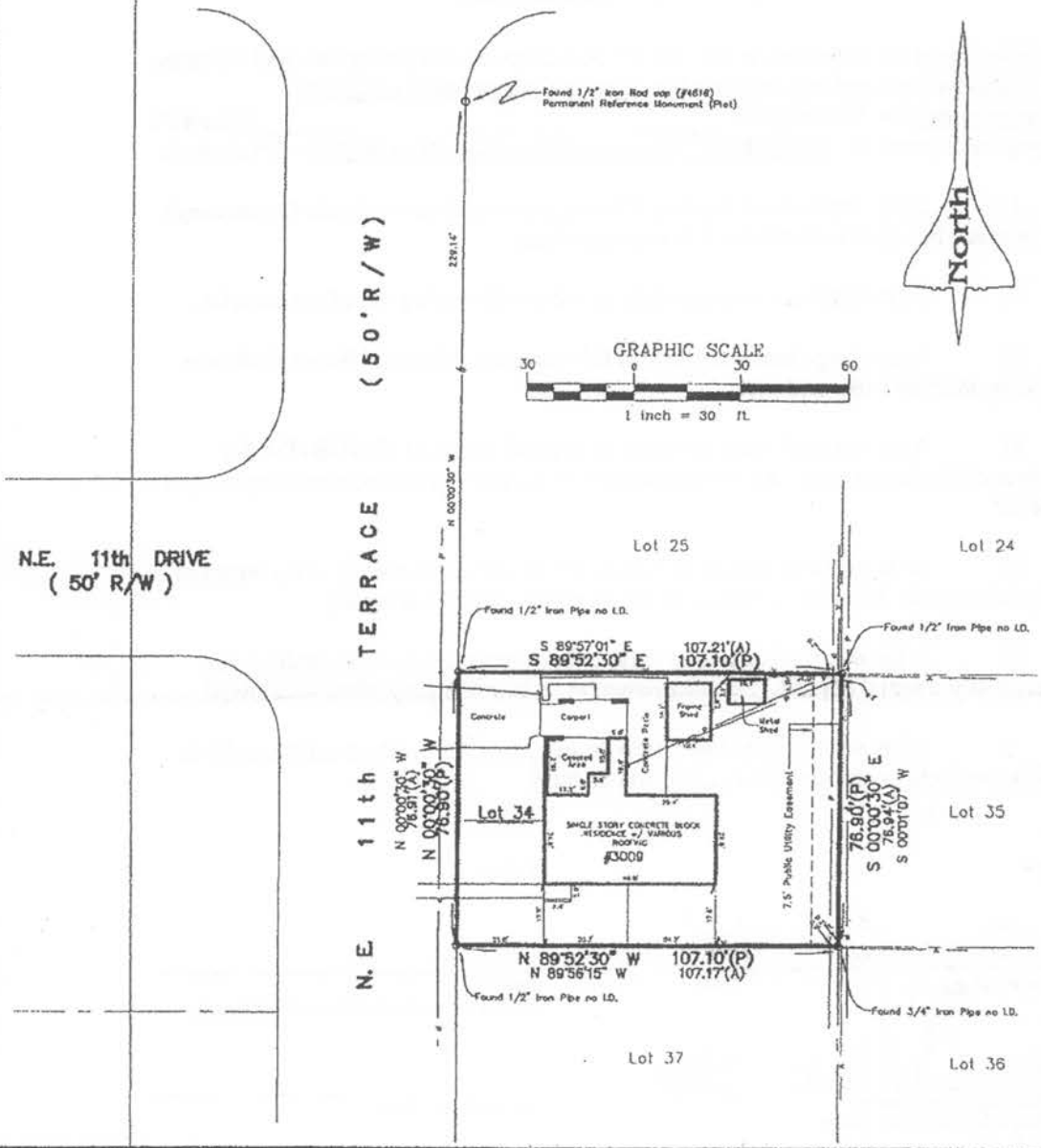
_____
Approved at to Form, Alachua County Attorney

Attachment: Exhibit A, Survey

BOUNDARY SURVEY

DESCRIPTION:

Lot 34 of "HIGHLAND COURT MANOR UNIT NO. 2" as per plat thereof recorded in Plat Book F, Page 9 of the public records of Alachua County, Florida



SURVEYORS CERTIFICATION TO: Neighborhood Stabilization Program; Alachua County BOCC;

I hereby certify that the map shown hereon is a true and correct representation of a Field Survey conducted under my supervision and that said map does conform in context with the minimum technical standards as set forth by the Board of Professional Surveyor and Mappers in Chapter 61G17-6 of the Florida Administrative Code pursuant to Section 472.027 of the Florida Statutes.

BY: _____ Date Signed: 04-20-10 DATE OF FIELD SURVEY: April 20, 2010

Roger L. Mullins Professional Surveyor and Mapper Florida Registration #5554

Lands shown hereon lie in Flood Zones "X" as scaled from F.I.R.M. Panel No. 125107-0315-D

Flood Zone Delineation shown hereon is merely an opinion of this Surveyor and NOT the FINAL authority as to the actual location of those lines. Flood Zones are to be verified by County, State and Federal Government Officials.

Bearings refer to the East R/W line of N.E. 11th Terrace being N 00°00'30" W, Plat, Assumed.

NOTES:

1. This map is INVALID unless Signed by and Sealed by the Professional Surveyor and Mapper hereon.
2. NO underground improvements were located unless shown hereon.
3. NO Title, Ownership Rights, Easements or liens were researched other than those shown hereon.
4. NO attempt was made to locate the Ordinary High Water Line on ANY Lake Front Property.
5. NO Wetlands or Environmentally Sensitive lands were located unless specifically stated.
6. NO attempt should be made by others to relocate the Boundary lines shown hereon from improvement tie lines without additional Boundary control or a RESURVEY.
7. THIS MAP IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

ABBREVIATION SCHEDULE

Right of Way	R/W
Official Records Book	ORB
Length	L
Identification Number	I.D.
Deed Measurement	(D)
Actual Measurement	(A)
Plat Measurement	(P)
Acres more or less	Ac.±

Not to Scale	N/A
Iron Corner	O
Concrete Monument	⊡
Power Line	— P — P —
Fence Line	— X — X —
Centerline	— · — · —

Roger L. Mullins PSM
(352)473-9495 FAX(352)473-8328
305 Sylvan Way
Keystone Heights, Florida 32656

Project # D0610 Drawn By: RLM

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors

PARTIES: Alachua County Board of County Commissioners ("Seller"), and Ersulene J. Scott ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. **PROPERTY DESCRIPTION:**
   (a) Street address, city, zip: 3009 NE 11th Terr, Gainesville, FL. 32609
   (b) Property is located in: Alachua County, Florida. Real Property Tax ID No: 08202-034-000
   (c) Legal description of the Real Property: Highland Court Manor 2 PB F-9 Lot 34 OR 3955/0470
   together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded below.
   (d) Personal Property: The following items owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase ("Personal Property"): (i) range(s)/oven(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixtures, rods, draperies and other window treatments, garage door openers, and security gate and other access devices; and (ii) those additional items checked below. If additional details are necessary, specify below. **If left blank, the item below is not included:**

☑ Refrigerator(s)	☐ Smoke detector(s)	☐ Pool barrier/fence	☐ Storage shed
☑ Microwave oven	☐ Security system	☐ Pool equipment	☐ TV antenna/satellite dish
☑ Washer	☐ Window/wall a/c	☐ Pool heater	☐ Water softener/purifier
☑ Dryer	☐ Generator	☐ Spa or hot tub with heater	☐ Storm shutters and panels
☐ Stand-alone ice maker		☐ Above ground pool	

The only other items of Personal Property included in this purchase, and any additional details regarding Personal Property, if necessary, are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

Buyer's Initial

2. **PURCHASE PRICE** (U.S. currency): ..... $ 85,000.00

(a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** $ 500.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): ☑ accompanies offer or ☐ is to be made upon acceptance (Effective Date)
or ☐ is to be made within ____ (if blank, then 3) days after Effective Date

Buyer's Initial

Escrow Agent Information: Name: U.S. Title
Address: 2622 NW 43rd St. Phone: (352) 372-7000
E-mail: _____ Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within ____ (if blank, then 3) days after Effective Date ..... $ _____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

Buyer's Initial

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... $64,000.00
(d) Other: ~~FHA~~ USF 2nd Mortgage ..... $ 20,000.00

Buyer's Initial

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other **COLLECTED** funds ..... $ 500.00

Buyer's Initial

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
   (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 9/02/2011, this offer shall be deemed withdrawn and the Deposit, if any, will be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
   (b) The effective date of this Contract will be the date when the last one of the Buyer and Seller has signed or initialed this offer or final counter-offer ("Effective Date").
4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on 09/30/11 (Nov 30, 2011) ("Closing Date"), at the time established by the Closing Agent.

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5. EXTENSION OF CLOSING DATE:

(a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.

(b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing will be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within 14 (if left blank, 14) days after Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION: Unless otherwise stated herein, Seller shall at Closing, have removed all personal items and trash from the Property and shall deliver occupancy and possession, along with all keys, garage door openers, access devices and codes, as applicable, to Buyer. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to STANDARD D. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

7. ASSIGNABILITY: (CHECK ONE) Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. FINANCING:

☐ (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to Buyer's obligation to close.

☒ (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a ☐ conventional ☒ FHA ☐ VA loan on the following terms within 30 (if blank, then 30) days after Effective Date ("Loan Commitment Date") for: **(CHECK ONE)**: ☒ fixed, ☐ adjustable, ☐ fixed or adjustable rate loan in the principal amount of $ 84,500.00 or _____ % of the Purchase Price, at an initial interest rate not to exceed 7.0 % (if blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of 30 years ("Financing").

Buyer will make mortgage loan application for the Financing within 5 (if blank, then 5) days after Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment") and close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such status and progress to Seller and Broker.

If Buyer does not receive Loan Commitment, then Buyer may terminate this Contract by delivering written notice to Seller, and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer does not deliver written notice to Seller of receipt of Loan Commitment or Buyer's written waiver of this financing contingency, then after Loan Commitment Date Seller may terminate this Contract by delivering written notice to Buyer and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related conditions of the Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

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CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated cost to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Other: _____

(c) **TITLE EVIDENCE AND INSURANCE:** At least 10 (if blank, then 5) days prior to Closing Date, a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and charges for owner's policy endorsements, title search, and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below (**CHECK ONE**):

☑ (i) Seller will designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

☐ (ii) Buyer will designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements, and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller will furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $ 400.00 (if blank, $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☑ Seller ☐ N/A will pay for a home warranty plan issued by AHS Home Warranty at a cost not to exceed $ 400.00. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller will pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer will pay all other assessments. **If special assessments may be paid in installments (CHECK ONE):**

☐ (a) **Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.**

☐ (b) **Seller shall pay the assessment(s) in full prior to or at the time of Closing.**

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190 F.S. which lien shall be treated as an ad valorem tax and prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.**

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, Buyer may terminate this Contract by delivering written notice to Seller within 20 days after Effective Date, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint rider is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **TAX WITHHOLDING:** If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller will comply with FIRPTA, which may require Seller to provide additional cash at Closing.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as stated in the preceding sentence or otherwise disclosed in writing: (1) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; and (2) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if blank, 15) days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be immediately returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order. Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,

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Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will

deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others; or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASES: Seller shall, within 5 days after Inspection Period, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying nature and duration of tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant, and income and expense statements for preceding 12 months ("Lease Information"). If Seller is unable to obtain estoppel letters from tenant(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) to confirm such information. If terms of the lease(s) differ materially from Seller's representations, Buyer may deliver written notice to Seller within 5 days after receipt of Lease Information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all original leases to Buyer who shall assume Seller's obligation thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting; (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. Any time periods provided for in this Contract which shall end on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title

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insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.
(ii) **CLOSING DOCUMENTS:** At Closing, Seller shall furnish and pay for, as applicable, deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, and corrective instruments. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, mortgage, mortgage note, security agreement, financing statements, survey, base elevation certification, and other documents required by Buyer's lender.
(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of Closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. LOAN COMMITMENT: "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county in which the Real Property is located.

X. BUYER WAIVER OF CLAIMS: ***Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of this Contract, for any defects or other damage that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Assn.
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☑ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners' Insurance
- ☐ I. FIRPTA
- ☐ J. Interest-Bearing Acct.
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☑ P. Pre-1978 Housing Statement (Lead Based Paint)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee-Personal Interest in Property
- ☐ BB. Binding Arbitration
- ☐ Other _____

20. ADDITIONAL TERMS: This offer is contingent upon Buyer receiving down payment/closing cost assistance through Alachua County N.S.P. Program up to $30,000.00

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COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: Elizabeth Scott Date: 8-02-11

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
_____	_____
_____	_____
_____	_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Obie Stratling	N/A
Cooperating Sales Associate, if any	**Listing Sales Associate**
Keller Williams	N/A
Cooperating Broker, if any	**Listing Broker**

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Contract Addendum

The following is an addendum to the "AS IS" Residential Contract for Sale and Purchase (the "Contract") entered into between the Alachua County Board of County Commissioners (the "Seller") and Ersulene Scott ("Buyer") for property located at: **3009 NE 11th Terrace, Gainesville, FL 32609** (the "Property").

1) Seller shall not be liable to Closing Agent or Escrow Agent for attorney's fees or costs, but shall be liable for title insurance fees.

2) Seller shall not have any duty to indemnify arising out of the contract.

3) In any litigation arising out of the Contract, Seller and Buyer shall bear their own attorney's fees and costs.

4) A survey performed by Seller is attached hereto at **EXHIBIT A** for purposes of disclosure only. No representations of accuracy or correctness are provided by Seller.

5) In the event of default by Seller, the Buyer's sole remedy is the return of the initial deposit. No other remedies, at law or equity, shall be allowed.

6) In the event of default by Buyer, the Seller's sole remedy shall be the retention of the initial deposit. No other remedies, at law or equity, shall be allowed.

7) Seller shall convey title to the Property by County Deed substantially in the form set forth in section 125.411, Florida Statutes.

Buyer

Ersulene Scott 8-02-11
Buyer Date

Obie Spratling 8-02-11
Cooperating Broker /Selling Agent Date
Keller Williams

Seller

Chair
Alachua County Board of County Commissioners

Attest: J.K. Irby, Clerk

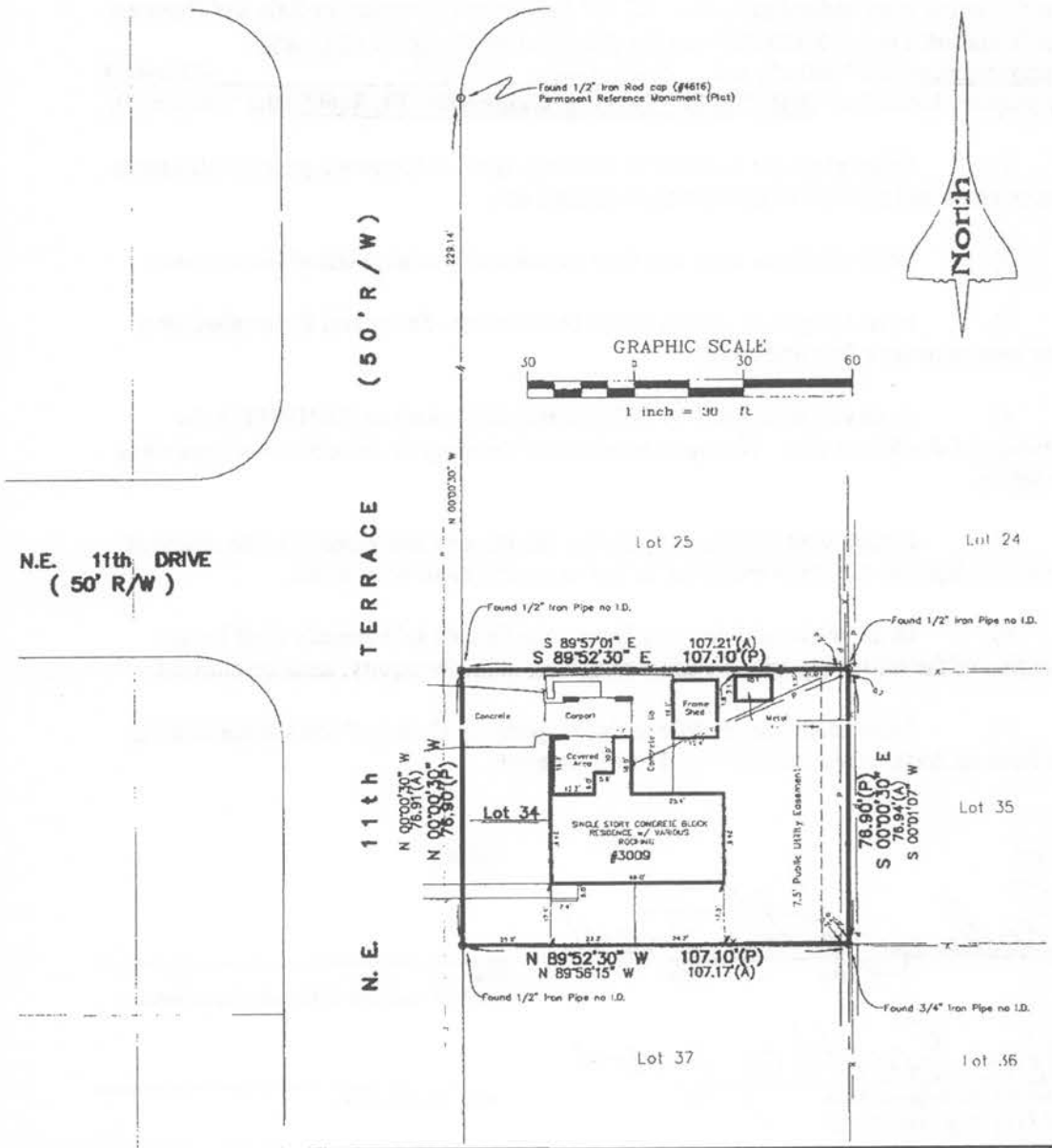
Approved at to Form, Alachua County Attorney

Attachment: Exhibit A, Survey

BOUNDARY SURVEY

DESCRIPTION:

Lot 34 of "HIGHLAND COURT MANOR UNIT NO. 2" as per plat thereof recorded in Plat Book F, Page 9 of the public records of Alachua County, Florida



SURVEYORS CERTIFICATION TO: Neighborhood Stabilization Program; Alachua County BOCC;

I hereby certify that the map shown hereon is a true and correct representation of a Field Survey conducted under my supervision and that said map does conform in context with the minimum technical standards as set forth by the Board of Professional Surveyor and Mappers in Chapter 61G17-6 of the Florida Administrative Code pursuant to Section 472.027 of the Florida Statutes.

BY: _____ Date Signed: 04-20-10 DATE OF FIELD SURVEY: April 20, 2010

Roger L. Mullins Professional Surveyor and Mapper Florida Registration #5554

Lands shown hereon lie in Flood Zones "X" as scaled from F.I.R.M. Panel No. 125107-0316-D

Flood Zone Delineation shown hereon is merely an opinion of this Surveyor and NOT the FINAL authority as to the actual location of those lines. Flood Zones are to be verified by County, State and Federal Government Officials.

Bearings refer to the East R/W line of N.E. 11th Terrace being N 00°00'30" W, Plat, Assumed.

NOTES:

1. This map is INVALID unless Signed by and Sealed by the Professional Surveyor and Mapper hereon.
2. NO underground improvements were located unless shown hereon.
3. NO Title, Ownership Rights, Easements or liens were researched other than those shown hereon
4. NO attempt was made to locate the Ordinary High Water Line on ANY Lake Front Property
5. NO Wetlands or Environmentally Sensitive lands were located unless specifically stated.
6. NO attempt should be made by others to relocate the Boundary lines shown hereon from improvement tie lines without additional Boundary control or a RESURVEY.
7. THIS MAP IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

ABBREVIATION SCHEDULE

Right of Way	R/W
Official Records Book	ORB
Length	L
Identification Number	I.D.
Deed Measurement	(D)
Actual Measurement	(A)
Plat Measurement	(P)
Acres more or less	Ac.±

Not to Scale	N
Iron Corner	O
Concrete Monument	⊡
Power Line	P P
Fence Line	X X
Centerline	

Roger L. Mullins PSM
(352)473-9495 FAX(352)473-8328
305 Sylvan Way
Keystone Heights, Florida 32656

Project # D0610 Drawn By: RLM

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Realtors

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Alachua County Bd. of County Commissioners (SELLER) and Ersulene J. Scott (BUYER) concerning the Property described as 3009 NE 11th Terr. Gsville, fl. 32609

Buyer's Initials X _____ _____ *Seller's Initials* _____ _____

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. **DEFINITIONS:**
   (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2010 ed.), to which this Rider is attached and intended to amend.
   (b) "Property" is the Property which is the subject matter of this Contract.
   (c) "HUD" is the Department of Housing and Urban Development.
   (d) "Purchaser" is the Buyer named in this Contract.

2. **INSPECTIONS AND APPRAISAL:**
   In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs will not exceed $ 600.00, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).

3. ☐ **(CHECK IF APPLICABLE) FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than $ 85,000.00. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.
   (a) Fees, Prepayments: Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of $ 500.00 ($100.00 if left blank).
   (b) Appraisal Repairs: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.
   (c) Certification: We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. ☐ **(CHECK IF APPLICABLE) VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the

(SEE CONTINUATION)

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E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA) (CONTINUED)

amount of reasonable value established by the U.S. Department of Veterans Affairs.

(a) **Fees, Prepayments**: Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) **Appraisal Repairs**: If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. **ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

BUYER	Date	SELLER	Date
BUYER	Date	SELLER	Date
BROKER	Date	BROKER	Date

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This instrument prepared by:
Katharine Bruning, Legal Secretary
Alachua County Department of Growth Management
10 SW 2nd Avenue
Gainesville, FL 32601

Part of Tax Parcel #08202-034-000
Highland Court Manor
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this ___ day of _____, A.D., 2011, by **ALACHUA COUNTY, FLORIDA,** a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS, ("Grantor"), whose mailing address is Post Office Box 1188, Gainesville, Florida 32602-1188, and Ersulene Scott, ("Grantee"), whose mailing address is 3009 NE 11th Terrace, Gainesville, Florida 32609.

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable considerations, paid by Grantee to Grantor, receipt of which is hereby acknowledged, does hereby convey and transfer unto the Grantee, her successors and assigns forever, the following described land lying and being in Alachua County, Florida, to wit:

> Lot Thirty-Four (34), Unit No. 2 Highland Court Manor, according to the plat thereof as recorded in Plat Book "F" Page 9, Public Records of Alachua County, Florida.
>
> Commonly known as: 3009 NE 11th Terrace, Gainesville, FL 32609

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

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

ALACHUA COUNTY, FLORIDA

(SEAL)

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

_____
J. K. Irby, Clerk of Circuit Court

APPROVED AS TO FORM

_____
County Attorney

FOR APPROVAL AS TO "FORM ONLY" FOR THIS PARTICULAR BUYER.

ACTUAL EXECUTION OF THIS DEED SHOULD NOT TAKE PLACE SOONER THAN 5 CALENDAR DAYS PRIOR TO THE SCHEDULED CLOSING DAY.